

# **Pimpri Chinchwad Municipal Corporation**

**Selection of Operator for managing water meter reading, on spot  
billing, user charge collection and improving coverage of water connections**

| S. No. | Clause No.   | Queries from Bidder  | Reply to Queries  |
|--------|--|--|---|
| 1      | <p><b>Clause 3.4.3.2</b><br/><b>Page No.25</b></p> | <p>We request you to kindly consider relaxation in the criteria as suggested below.</p> <p>Experience of billing, metering and collection for 40000 consumers for a minimum period of 2 years in a single project.</p> <p>In India this is still a new concept, so there are not so much of projects and most of the municipalities which have come out with such demo zones, therefore for healthy competition request you to please relax the criteria.</p> <p>In addition for successful implementation of the billing cycle without errors, minimum period of 6 billing cycles is required. Hence it is not feasible to assess the billing methodology with only one billing cycle.</p> <p>We request you to please consider the bidders who have experience in undertaking water meter reading and distribution of water bills, whereas the generation of the bills is generated by using third party software.</p> <p><b>Reasons for suggestions / relaxation</b></p> <p>Normally, as a general practice, most of the water authorities across the country use / adopt standard integrated solution for generation of bills as part of e-governance centrally located under the ministry of urban development in its respective states head quarters. Hence kindly consider the use of third party centralized software for bill generation.</p> <p>In addition, would also like to bring to your kind notice that most of the municipalities in India outsource software component to software companies and whereas metering and distribution of bills are awarded as a separate contract.</p> <p>Therefore please allow, bidder having experience of metering and distribution and Billing Generation using third party software.</p> | <p>Clause No.3.4.3.2 has been modified as below.</p> <p>For qualifying under this category, the Bidder shall, over the past 5 (five) Financial Years preceding the Bid Due Date, have (“<b>Technical Capacity</b>”):</p> <p>a) Experience of undertaking water meter reading, generation and distribution of water bills to consumers for a public utility in a single project having at least 40,000 consumers in one billing cycle.</p> <p><b>OR</b></p> <p>b) Experience of undertaking water meter reading, generation and distribution of water bills to consumers for a public utility in two different projects having cumulatively 60000 consumers in the two project in one billing cycle.</p> <p><b>OR</b></p> <p>c) Experience of undertaking meter reading, printing and distribution of water bills to consumers for a</p> |

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|   |   |   | public utility in three different projects having cumulatively 75,000 consumers in the three projects in one billing cycle. |
| 2 | <b>Clause 1.3</b><br><b>Page No. 2</b>      | <p>Since the project involves complete integrated management system including meter billing and collection, customer information system, Data analysis, NRW, water loss analysis, GIS, etc. it is essential to consider the implementation of the entire integrated management systems having the following modules.</p> <ul style="list-style-type: none"> <li>• Billing and customer information system</li> <li>• GIS and network asset management</li> <li>• Operation and Maintenance management system</li> <li>• NRW analysis</li> </ul> <p>Implemented for a water utility for the entire city having a population of minimum 400000.</p>   | Tender condition prevails.  |
| 3 | <b>Clause 3.4.3.2</b><br><b>Page No. 25</b> | <p>We request you to consider the following experience which is essentially required to meet the bidder for implementation of such a integrated management system.</p> <p>Should have a professionally qualified Manager with a minimum 7 years of experience of which 3 years shall be in a capacity of no less than Manager in Management of Non-Revenue Water reduction, computerized system of customer data, billing and collection and customer complaint and response monitoring, covering at least 40,000 House Service Connections, duly certified by the water utility.</p> <p>Since the above project consist of various modules, it is essential to consider the knowledge data bank of key technical personnel, who have the knowledge and experience in implementation of the entire management system.</p> | Tender condition prevails.  |

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| 4 | <b>Clause No 1.3</b><br><b>Page no 2, 3, 4, 5 &amp; 6</b>  | At least 1 year's buffer duration should be provided for establishment of calibration centre.   | One year's buffer duration (after readiness certificate) shall be provided for the establishment of the calibration centre. |
| 5 | <b>Clause No. 1.3</b><br><b>Page no 2, 3, 4, 5 &amp; 6</b> | For payment collection through cheque & card, the applicable charges should be taken from consumer instead of adding it in the bid, to incentivise the operator to maximize collection from doorstep. | Tender condition prevails.  |
| 6 | <b>Clause No. 1.3</b><br><b>Page no 2, 3, 4, 5 &amp; 6</b> | Can PCMC keep the bid for satellite image, devices, calibration centre etc. separate from the billing bid & can a mobilization advance be taken against it.   | Tender condition prevails.  |

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| 7 | <b>Clause No.</b><br><b>1.3.1.3</b><br><b>Page no 2.</b>             | RFP should specify that all the work done by vendor related to satellite image should be restricted to water deptt only. | <p>Clause No. 1.3.1.3 has been modified as below.</p> <p>The operator shall procure &amp; handover to the Department of Information &amp; Technology PCMC, the satellite image of the city for tagging. The scope of tagging will be restricted to water connection related work only. The specification of the satellite image is indicated below.</p> <ul style="list-style-type: none"> <li>▪ Resolution – 0.31 meter stereo image from Worldview-3 satellite with image viewing &amp; editing tool</li> <li>▪ Datum – WGS 84</li> <li>▪ Projection of Image Outputs - UTM</li> <li>▪ Features – Georeferenced image with digital elevation model and orthorectification</li> <li>▪ Satellite Image Area – Pimpri Chinchwad city of area 184 Sq. Km</li> </ul> |
| 8 | <b>Clause No.</b><br><b>1.3</b><br><b>Page no 2, 3, 4, 5 &amp; 6</b> | All the software's related to mapping, tagging & retrieving data from satellite image should be included in the quote.   | All the software's related to mapping, tagging & retrieving data from the satellite image shall be included in the quote.   |
| 9 | <b>Clause No.</b><br><b>3.5.2</b><br><b>Page no 27</b>               | Can the amount for tender be quoted as a total project amount, instead of keeping it bill based.                         | Tender condition prevails.  |

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| 10 | <b>Clause No.</b><br><b>1.5.3</b><br><b>Page no 7</b>                | If the tender technical conditions are specifying that the vendor must have experience of at least 50,000 consumers in one cycle, then all of them will satisfy the financial constraint automatically, so can the consortium clause be removed.  | Tender condition prevails.  |
| 11 | <b>Clause No.</b><br><b>1.3</b><br><b>Page no 2, 3, 4, 5 &amp; 6</b> | For creating Digital Elevation Model in the image how many ground points need to be taken.  | For creating the Digital Elevation Model of the satellite image of the city, one ground point per sq. km. is expected. For the PCMC area of 184 sq. km, minimum 184 ground points will be required. |
| 12 | <b>Clause</b><br><b>3.4.3.2</b><br><b>Page No. 25</b>                | आज दिनांक - ०७।१।२०१५ रोजी पाणीपुरवठा विभागाच्या पाणी बिल वाटप टेंडरच्या प्री-बिड मिटींगमध्ये आमच्या कंपनीच्या वतीने श्री. अविनाश भारत कोकरे व श्री. सचिन निवृत्ती देशमुख उपस्थित होते. सदर मिटींगमध्ये चर्चेनुसार टेंडरसाठी कामाचा अनुभव गरजेचा असल्याचे सांगण्यात आले. पिंपरी चिंचवड मनपाच्या बिल वाटप पध्दतीप्रमाणे समान पध्दत महाराष्ट्रामध्ये इतर महानगरपालिकांमध्ये उपलब्ध नाही. तसेच भारतामध्येही फार थोड्या ठिकाणी उपलब्ध आहे. त्यामुळे कामाचा अनुभव असलेल्या कंपन्यांचे प्रमाणही कमी असण्याची शक्यता आहे. सदर अटीमुळे आमच्यासारख्या अद्यावत। विकसित तंत्रज्ञान क्षेत्रात अनुभव असणा-या कंपन्यांना ह्या टेंडरसाठी मुकावे लागू शकते. तरी सदर अट शिथिल करून आमच्या सारख्या गेल्या ५ वर्षांचा अमेरिका। इंग्लंडसारख्या देशासाठी काम करण्याचा अनुभव असणा-या कंपन्यांना टेंडरसाठी पात्र करावे, हि विनंती. | Please refer to Sr. No 1, Reply to Queries of this document.  |

Sd/-

Joint City Engineer, Water Supply  
Pimpri Chinchwad Municipal Corporation  
Pimpri, Pune – 411 018



**Pimpri Chinchwad Municipal Corporation**

**Request for Proposal (RFP) for Selection of Operator for managing water meter reading, on spot billing, user charge collection and improving coverage of water connections**

**TENDER NO . 14 /1 / 2015-16**

Pimpri Chinchwad Municipal Corporation (PCMC) invites proposals for the selection of operator for managing the water meter reading, undertaking on-spot billing, user charge collection and improving coverage of water connections. For participating in the bidding process for this tender, the vendor has to be registered with the Water Supply Department under e-tendering & obtain the digital key.

More details about the bid submission procedure, applicant experience and the selection methodology are available in the Request for Proposal (RFP) document. Interested Applicants are requested to download ([www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)) the RFP document from 31/10/ 2015. The cost of RFP document is Rs.10,000/- (Rupees Ten Thousand only).

The Pre- bid Meeting date & time – On 07/11/2015 @ 3.00 p.m.

The last date for the submission of the bid is 30/11/2015.

**Contact Person:** For any further information/ clarifications please contact

Joint City Engineer, Water Supply

1<sup>st</sup> Floor, Pimpri Chinchwad Municipal Corporation, Head Office, Old Pune-Mumbai Road, Pimpri, Pune – 411018. Phone: 020-67331401 Fax: 020-27425600 Email: To – [m.kamble@pcmcindia.gov.in](mailto:m.kamble@pcmcindia.gov.in)

Cc – [p.ladkat@pcmcindia.gov.in](mailto:p.ladkat@pcmcindia.gov.in)

Advertise No. 437

No. PAPU/6/KAVI/ 783/2015

Date- 31/10/2015.

Sd/-

**Joint City Engineer,  
Water Supply Department**

# **Pimpri Chinchwad Municipal Corporation**

## **Request for Proposal**

### **For**

**Selection of Operator for managing  
water meter reading, on spot billing, user  
charge collection and improving  
coverage of water connections**

**October 2015**

**Tender Notice No. 14/1/2015-16**



## DISCLAIMER

The information contained in this Request for Proposal document comprising of Volume 1 and Volume 2 (the “**RFP**” or “**Request for Proposal**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of PCMC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by PCMC to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by PCMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PCMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PCMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

PCMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

PCMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

PCMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that PCMC is bound to select a Bidder or to appoint the Successful Bidder or Operator, as the case may be, for the Project and PCMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PCMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PCMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## Glossary

|                               |                              |
|-------------------------------|------------------------------|
| Associate                     | Explanation to Clause 2.1.12 |
| Bid(s)                        | As defined in the Disclaimer |
| Bidders                       | As defined in Clause 1.5.2   |
| Bidding Company               | As defined in Clause 1.5.3   |
| Bidding Documents             | As defined in Clause 1.5.7   |
| Bid Due Date                  | As defined in Clause 1.5.7   |
| Bidding Process               | As defined in Clause 1.6.1   |
| Bid Security                  | As defined in Clause 2.1.5   |
| Commercial Proposal Agreement | As defined in Clause 1.6.5   |
| Operator                      | As defined in Clause 1.5.4   |
| Conflict of Interest          | As defined in Clause 1.5.4   |
| Consortium                    | As defined in Clause 2.1.11  |
| Control                       | As defined in Clause 1.5.3   |
| Eligible Projects             | Explanation to Clause 2.1.12 |
| Experience                    | As defined in Clause 3.4.4.2 |
| Financial Capacity            | As defined in Clause 3.4.4   |
| Financial Year                | As defined in Clause 3.4.2.2 |
| Government                    | As defined in Clause 3.4.2.7 |
| PCMC                          | Government of India          |
| Letter of Award (LoA)         | As defined in Clause 1.5.1   |
| Member                        | As defined in Clause 3.6.1   |
| Project                       | Member of a Consortium       |
| Qualification                 | As defined in Clause 1.5.1   |
| Re. or Rs. or INR             | As defined in Clause 1.6.4   |
| RFP or Request for Proposals  | Indian Rupee                 |
| Scope of Work                 | As defined in the Disclaimer |
| Successful Bidder             | As defined in Clause 1.3.1   |
| Scheduled Bank                | As defined in Clause 3.3.1   |
| Joint Venture                 | As defined in Clause 2.20.1  |
| Subject Person                | As defined in Clause 3.6.2   |
| Technical Capacity            | As defined in Clause 2.1.12  |
| Operation Fee                 | As defined in Clause 3.4.3.2 |
|                               | As defined in Clause 1.6.5   |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Any liquidated damages or other compensation stated or required to be payable by the Bidder to PCMC under or pursuant to the Bidding Documents, whether on per diem basis or otherwise, shall be deemed to be a mutually agreed genuine pre-estimate of loss and damage likely to be suffered and incurred by PCMC who shall be entitled to receive the same as a result of a breach or failure of the Bidder and shall not be by way of penalty.

## 1. INTRODUCTION

### 1.1. About Pimpri Chinchwad

- 1.1.1. Pimpri Chinchwad is a twin city to Pune located south-east of Mumbai, and is the fifth most populated city of Maharashtra. The population of Pimpri-Chinchwad as per 2001 Census was 10 lakhs and was 17.29 lakhs in 2011. The jurisdiction of PCMC admeasures an area of about 181 square kilometers.
- 1.1.2. Pimpri-Chinchwad has a thriving industrial belt, primarily consisting of engineering and automobile industries. With over 6,000 industrial units in the large, medium and small sectors dotting its landscape, Pimpri-Chinchwad is one of the best developed industrial belt of Maharashtra accommodating many reputed industrial houses and business conglomerates of the country.
- 1.1.3. Present day Pimpri Chinchwad is melange of suburbs of Pune situated along the NH-4 (Mumbai – Bangalore Highway) and the areas developed due to emergence of Hinjewadi IT Park and the NH-4 Bypass. Nodes like Dapodi, Kasarwadi, Pimpri, Chinchwad, Pradhikaran and Nigdi, which developed along NH-4 have a distinctly industrial feel due to the presence of large industrial campuses and MIDC areas. Whereas areas like Wakad, Pimple Saudagar, Pimple Nilakh and Sangvi developed later and are predominantly residential suburbs catering to the workforce at Hinjewadi IT Park.
- 1.1.4. The Pimpri Chinchwad city is managed and governed by the Pimpri Chinchwad Municipal Corporation (PCMC), established in the year 1982. The Bombay Provincial Municipal Corporation Act , 1949 bestows the responsibility of providing basic infrastructure and services viz. water supply, drainage, sewerage, roads and services such as conservancy, firefighting, street lighting, education and primary health upon the PCMC.

### 1.2. About the Project

- 1.2.1. PCMC is responsible for providing water supply within its jurisdiction. At present there are about 1,32,074 water connections (1,18,097 residential and 3854 commercial and other connections) consumers registered with PCMC in the six Zones. The consumer base of PCMC has been growing at the rate of 7.5% per annum.
- 1.2.2. To recover the operation and maintenance cost of supplying water to consumers, PCMC levies water charges to the consumers for the water supplied. The water charges are levied on volumetric basis to connections installed with water meters.
- 1.2.3. At present PCMC issues the water bill every three months i.e. four times in a year to all its residential consumers and every month to commercial consumers. PCMC now intends to further enhance its system for providing water supply to the citizens in the city.
- 1.2.4. In that context, PCMC is desirous of appointing a private operator for all the six Zones for undertaking the scope of work highlighted in the Clause 1.3.
- 1.2.5. PCMC has created the water supply consumer billing system and consumers database. The access to the billing system shall be provided to the operator for data recording and updation.

PCMC will provide the operator with the office space for two persons in each of the Zone offices and one person at the head office of PCMC. The operator has to bring its own computer with internet connection, stationary, printers and maintain the same for its staff. PCMC will provide its networking solution for taking back-up from operator's hardware on to PCMC's server. After development of the new system and migration of data into the new system, the old billing & collection system shall be discontinued. PCMC will also provide separate dedicated server for the newly developed water supply system under this tender.

- 1.2.6. PCMC will provide the information of all the consumers in the system. PCMC will identify the consumers at site which cannot be traced by the operator. Also PCMC will allocate consumer numbers for those connections which are existing there at site having no consumer numbers.
- 1.2.7. For the services provided by the private operator for the scope of work defined in the RFP document, PCMC shall pay an Operation Fee (bidding parameter) to the private operator.
- 1.2.8. The Operation Period will be for a period of 5 (five) years from the Commercial Operations Date.
- 1.2.9. PCMC is also implementing 24x7 project in the city. During the implementation of the 24x7 project, the implementing agency shall require the billing and collection information. The operator shall provide the requested details as per the directives of water supply department.

### **1.3. Scope of the Project**

- 1.3.1. The scope of the Project includes the following:
  1. Group the water connections in the Project Area into sub-groups i.e. as per the Zones. Also, group the connections according to the PCMC's designated District Metering Areas (DMAs)/ water zones, then re-group the water connections as per the DMAs for allotting the process of taking water meter readings.
  2. Geo code (latitude and longitude) each of the metered connection with 5-10 mtr accuracy and publish on satellite image as per the individual Zone and DMA/water zones.
  3. The operator shall procure & handover to the Department of Information & Technology PCMC, the satellite image of the city for tagging. The specification of the satellite image is indicated below.
    - Resolution – 0.31 meter stereo image from Worldview-3 satellite with image viewing & editing tool
    - Datum – WGS 84
    - Projection of Image Outputs - UTM
    - Features – Georeferenced image with digital elevation model and orthorectification
    - Satellite Image Area – Pimpri Chinchwad city of area 184 Sq. Km
  4. Develop web based water supply connection, billing and collection management software and android based mobile software for managing all the process from providing water connection, to on spot billing, to collection, to billing audit, to reconciliation of consumer accounts and integration of application with the existing ERP of PCMC. The application shall be developed on the open source platform and should be compatible with ERP system of PCMC. The operator shall also be responsible for the integration and upgradation of the software with other web and mobile based payment gateways as specified by PCMC. The water supply consumers connection

geocoded data shall be updated on the satellite image by the operator. The indicative list of the process to be developed in the application software is indicated below.

- Android App to Capture readings, meter pictures, on spot bill generation
- Payment processing through ewallet
- Consumer's online history & bill generation
- Online Payment System
- SMS Alerts
- Data Auditing
- Dashboards for JEs/DEs & Department of Information & Technology
- Meter Management System (With Inventory Management System)
- Complaint Management
- Bill Correction
- Integration with handheld devises for on-spot billing
- Consumer Registration
- Reporting of Actionable Consumers (Unauthorized, Non-Metered) with Ageing Analysis
- Instrumentation Reporting & Analysis
- O & M Cost Analysis
- NRW Analysis
- Audit trail of all transactions
- Map based water zones with plotted consumers
- Integration with SLB & SCADA
- Employee Performance Measurement
- Zone-wise Demand/Recovery Reports
- Zone-wise Adhoc Report management system
- Bill distribution on emails
- Android based Consumer Satisfaction (CSAT) surveys and develop analytics to analyse the survey.

The system requirement specification (SRS) shall be made by the Operator and approved from the Water Supply deptt. and Department of Information & Technology before the development of application software. The complete list of process shall be finalized at the SRS approval stage. The operator shall get the software tested by the CERT empaneled agency at its own cost before handing over the same to PCMC.

5. Establish System for On-spot Billing:

- a. The operator shall provide equipments and devises for on-spot billing for all water supply consumers. The specification of the devises are
  - Mobile Device
    - Processor: 1.2 Ghz, Quad Core
    - RAM: 1GB
    - Storage: 8 GB
    - Camera: 5 MP
    - GPS: Enabled
  - Card Reader – Compatible with the payment gateway of PCMC and shall be able to read both magnetic and chip based credit and debit cards.
  - Handheld Printer
    - Width of Page: 3- 3.5 inch
    - Compatibility: Android Devices
    - Script Support: English and Marathi

- Connectivity: Bluetooth/ USB
  - b. The operator shall be responsible providing these devices, its maintenance and provide manpower for visiting consumer premises for carrying out the scope within the stipulated time as per billing cycle.
  - c. The consumer shall receive the water bill at the incidence of meter reading and the consumer may make the payment for the water bill through cheque or card at the incidence of delivery of water bill and receive the receipt of payment. The on spot bill to consumer shall not contain photos of water meter reading.
  - d. The confirmation of consumer bill amount & payments notification shall be conveyed through PCMC SMS gateway.
  - e. All the water bills shall be printed with the barcode. The operator will be allowed to print the advertisement on the back side of the water bill. The content of the advertisement shall be approved by the Sky Sign & Licenses Department of PCMC.
6. The operator is required to provide adequate number of android based tablets/phones with cameras (5 MP), GPS enabled and internet connection (3G) for taking meter reading with photograph and upload the same to PCMC's server for billing.
  7. The manpower and equipment shall be provided by the Operator to undertake the scope of work.
  8. For individual residential consumers the billing cycle shall be every third month (four times in a year) and for chawls, commercial and society consumers the billing cycle shall be every month (twelve times in a year).
  9. The operator shall carry out android mobile based Consumer Satisfaction Survey every quarterly billing cycle from a distributed sample of 3000 connections as decided by water supply department while undertaking the on-spot billing.
  10. Deploy adequate resources including manpower and equipment to undertake the following tasks:
    - a. Collect and update consumer information for each sub-group including name, address, consumer number, phone number, property tax number, water meter number, size of the water connection, number of users and other relevant consumer information.
    - b. Identification of unauthorized & non-metered connections along with updation of consumer information in PCMC's system and provide such list to the respective zonal executive engineer.
    - c. Record the water meter reading manually and also take a photographic image of the water meter clearly showing the water meter number and the water meter reading along with date.
    - d. Input the consumer information including the water meter readings and the image of the water meter in the accounting/ recording system maintained by the PCMC.
    - e. Generate a bill in the system and store it in the PDF format for each billing cycle in the web based system for future audit.
    - f. Carry out on spot billing and the collection of billed amount if the consumer is willing to pay through card (credit/debit card) and cheque. The operator shall provide the daily collection report through the system and submit the cheques at the PCMC's counter. The operator shall also do payment reconciliation of consumer accounts through all modes payment in the water billing software system.
  11. Onsite Services to Consumers
    - a. Installing new Meter, testing of faulty meter, repair, calibration and replacement of meter

- i. The web based software system shall have complete workflow defines for new water connection, meter installation, meter testing, meter repair and meter replacement.
- ii. The operator shall maintain the stock of water meter and its details be provided in the inventory management system (web based application software). The operator shall keep the minimum stock of ½ inch meter – 20 nos, ¾ inch meter – 5 nos and for 1 inch meter -03 nos. For 1 ½ , 2 and >2 inch water meter, the operator shall make it available within one month from the date of written request by PCMC/consumer. The water meter stock maintained shall be from Itron, Zenner, Baylan, Arad companies or any other company approved by PCMC. Water Supply department of PCMC shall declare the rate of water meter bi annually for new procurement of stock. The allocation of meter to the consumer shall be at the rate decided by PCMC from time to time and through the inventory module of system in First In First Out (FIFO) basis.
- iii. The operator shall provide onsite consumer service regarding new meter installation, meter replacement, meter testing, calibration and meter repair. These shall include all activities of going to consumer premises; new installation of meter; removal of meter; testing, repair of the removed meter at the thergaon or other approved locations of PCMC; revisiting consumer premises for reinstallation of repaired or tested or new meter; provide the receipt of charges from on spot billing system to the consumer along with the old and new meter reading; enter old and new meter reading for billing; collect the service charges directly from consumers at the rate declared by Water Supply Department of PCMC and create the complete record in the web based software application of the service provided.
- iv. The operator shall provide licensed plumber and other support staff for effectively managing the onsite service to consumer regarding new water meter, meter calibration, testing and repair.
- v. The operator shall provide free replacement of meters in case the meter malfunctions within the warranty period. The operator shall not collect any charges from consumers for meter replacement, repair, calibration and reinstallation if the meter is within the warranty period.

## 12. Complaint Management

- a. Develop call center for addressing the consumer complaints regarding water billing and water meter. The operator shall deploy two persons per Zone for managing the complaints. All equipments required for the implementation of call centre and its maintenance during the contract period shall be the responsibility of the operator. The software system developed by the operator shall have complete workflow from complaint registration to resolution to record for audit.
- b. Record all consumer complaints in the web based water supply system related to water meters and water billing including but not limited to faulty recording of water meter reading, non-receipt of water bills, faulty meters and manage its complete work flow other consumer complaints and provide a proof to PCMC against such consumer complaints.
- c. Assist the zonal water supply department in resolving issues related to water meter, billing, and collection and report its status through the web based complaint management system to all concerned.



- d. Provide manpower of two persons at each Zone for receiving consumer complaints regarding water billing and water meter.
13. Calibration and meter repair centre
- a. Operator shall setup calibration and meter repair centre at its own cost.
  - b. The centre shall have minimum two test bench (ITRON or standardized testing bench) for testing upto 1 inch water meter and shall have minimum 5000 litre water tank.
  - c. The complete cost of equipments, its installation, maintenance including maintaining spares and manpower for operation of the centre shall be borne by the operator.
  - d. PCMC shall provide space for the installation of equipments and furnished office space for the operations of the centre at thergaon water tank premises. The cost of the office space shall be borne by PCMC's water supply department.
  - e. At the end of the contract period, the operator shall handover the centre along with the equipments to the PCMC's water supply department excluding spares and movable assets.
14. Providing sealing on water meter at the cost of the consumers. Inspect the sealing of all the water meter and seal the water meter incase already not there at the rate declared by Water Supply Department and reporting tampering issues to the zonal executive engineer.
15. Recording operating status of the water meter into the system maintained by PCMC and intimate PCMC about faulty meters.
16. Identify the non-metered connection including the stolen meters and inform (signed notice or letter to be given by PCMC) the consumer about the process of getting the connection metered. Submit the details of such consumers along with their acknowledgement for getting the connection metered to the PCMC and input these details into the PCMC system.
17. All the software developed by the operator for water services management system shall be handed over to PCMC with source code at the deployment stage and the final software system with source code at the last billing cycle incidence of the contract period.
18. Operator shall be responsible for serving notice during the billing cycle related to water connection to consumers on behalf of PCMC.
19. The operator shall provide computers/laptops, printers, stationary and internet connection to its staff for managing the work. PCMC shall only provide the office space.
20. Operator shall collect all fees and charges for providing the services related to water meter directly from the consumer at the rate decided by Water Supply Department, PCMC and shall provide consumer with system generated receipt.

#### **1.4. Procedure for Handover of Project Site**

After selection of the operator, PCMC shall verify the ability of the operator in managing the scope of work. The Operator shall perform the following activities within a period of six (6) months from the Commencement date failing which the performance of the Operator shall be declared unsatisfactory by the Joint City Engineer, Water Supply and PCMC may terminate the Agreement and the Performance Security shall be forfeited. PCMC then shall be free to invite the other bidders for agreement or may call for new tender.

1. Develop web based software application and mobile based application as per SRS and test the software performance for minimum 2000 consumers regarding meter reading, on spot bill generation and collection. And generate performance report for 2000 consumers from the system.

2. Import data from old system to the newly developed software system.
3. Successfully complete meter reading with consumer ID and meter photo for 90% of the consumers billed in the last water meter billing cycle both for residential and commercial consumers. Upload the information on the newly developed software system for verification. Meter reading activity shall be completed for the commercial consumers in one month and for residential consumer in three months. The operator shall declare its readiness for meter reading to the PCMC department for commercial & residential consumers meter activity for performance monitoring.

If the operator fails to give satisfactory performance then he shall be paid the exit fee for the work performed at the rate of 50% of the quoted amount per bill for the meter readings provided with consumer id and the agreement shall be terminated. In the event, the performance of the Operator is not satisfactory PCMC may terminate the Agreement and the Performance Security shall be forfeited.

On satisfactory completion of the above mentioned activities, the Executive Engineer water supply of respective Zone shall issue readiness certificate within 6 months from the work order failing which the performance of the operator shall be considered unsatisfactory. After the issue of readiness certificate, the operator shall resume all the services as specified in the scope of work and the payment shall be made to the operator at the rate of 50% of the quoted amount per bill for the meter readings provided with consumer id and subsequently from the next billing cycle at the accepted tender rate per bill.

### **1.5. Context of the Bidding Process**

- 1.5.1. The Pimpri Chinchwad Municipal Corporation (the “**PCMC**”) intends to implement the Project by involving private enterprises to undertake water meter reading, bill generation and distribution, assistance in resolution of water meter and billing related issues, creation of authentic and accurate water supply consumers database of PCMC, identification of unauthorized water connections and bear all costs associated with the above listed activities during the Operation Period (the “**Project**”).
- 1.5.2. The selection process of an entity or a group of entities (“**Bidder**”) shall be through the e-tendering system of PCMC and in accordance with the procedure set out in the Bidding Documents.
- 1.5.3. Bidder may be a single entity (“**Bidding Company**”) or a group of entities (“**Consortium**”) either registered under the (Indian) Companies Act 1956. The term Bidder shall apply both to the Bidding Company and Consortium which has been issued the RFP and which submits the Bid pursuant to the Bidding Documents.
- 1.5.4. The Successful Bidder, (“**Operator**”), shall be responsible for the Project and in accordance with the provisions of the Agreement to be executed separately between the Operator and PCMC, substantially in the form enclosed as Volume 2 of this RFP (the “**Agreement**”).
- 1.5.5. The Agreement sets forth the detailed terms and conditions for grant of the operation and maintenance to the Operator for implementing the Project, including the scope of the Operator’s services and obligations (the “**Operation**”).

- 1.5.6. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Agreement or PCMC's rights to amend, alter, change, supplement or clarify the scope of work, the Operation to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by PCMC.
- 1.5.7. PCMC shall receive the Bids through the e-tendering system and evaluate Bids in accordance with the terms set forth in this RFP and other documents to be provided by PCMC pursuant to this RFP, as modified, altered, amended, reissued and clarified from time to time by PCMC (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.7 for submission of Bids (the "**Bid Due Date**").

## **1.6. Details of the Bidding Process**

- 1.6.1. PCMC has adopted a single stage process (referred to as the "**Bidding Process**") for selecting Bidders for the award of the Project through the e-tendering system. The Bidding Process shall evaluate the Bidder vis-à-vis the qualification requirements stated in the RFP document ("Qualification") and then evaluate the commercial proposals of the qualified Bidders to select the Successful Bidder. The Bidder shall pay to PCMC a sum of Rs 10,000/- (Rupees Ten Thousand only) as the cost of the RFP document through the e-tendering system of PCMC.
- 1.6.2. As part of the Bidding Process, the Bidders are being called upon to submit their Bids through the e-tendering system of PCMC in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 1.6.3. The Bidding Documents include this RFP and the Agreement. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.6.4. Under the **Qualification**, the Bidders would be required to furnish all the information specified in this RFP. Only those Bidders that are qualified in conformance with clause 3.4 and short-listed by PCMC shall have their Commercial Proposals opened.
- 1.6.5. Under the **Commercial Proposal**, the Bids will be evaluated as per the process detailed in Clause 3.5 of this RFP document. The evaluation shall be on the basis of the quoted Operation Fee ("**Operation Fee**" is the amount quoted by the Bidder in the Commercial Proposal for the first year of the Operation Period after Commercial Operations Date (COD) for the purpose of undertaking the scope of work in Clause 1.3 of the RFP). The amount quoted shall be in terms of Rupees per bill distributed to the consumer. The amount quoted shall be inclusive of all taxes and duties including service tax. The Operation Fee shall be payable by PCMC to the Bidder.

The Bidder shall quote the Operation Fee only through the e-tendering system of PCMC.

A ranked list, in ascending order of the quoted Operation Fee, shall be prepared. The top 3 (three) ranked Bidders shall be retained till the signing of the Agreement with the Successful Bidder. The Bidder quoting the lowest Operating Fee shall be called “**Successful Bidder**”.

1.6.6. Subsequent to the identification of the Successful Bidder, the Letter of Award (LoA) would be issued to the Successful Bidder by PCMC. Within 7 (seven) days from the date of issue of the LoA, The Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein. PCMC will promptly notify other Bidders that their Commercial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 45 (forty five) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:

1. Furnish the Performance Security by way of an Fixed Deposit Receipt (FDR) for a value of 2% of the value of contract for the 1<sup>st</sup> Year by a nationalized / scheduled bank in favour of Commissioner, Pimpri Chinchwad Municipal Corporation, as required under the Agreement.
2. Bear the cost for stamp duty of the agreement.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, PCMC reserves the right to:

1. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
2. Call for fresh Bids from the remaining Bidders; OR
3. Take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the Bidding Process.

1.6.7. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Joint City Engineer. The Bidders are required to submit their queries on this RFP (i.e. all parts of the RFP) as per the Clause 1.7. The envelopes/communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Bid for Managing water meter reading, generation & distribution of water bills and improving coverage of water connections.

**KIND ATTENTION OF:**

Joint City Engineer, Water Supply,  
Pimpri Chinchwad Municipal Corporation

**ADDRESS:**

Pimpri Chinchwad Municipal Corporation Main Building,  
Pimpri – 411 018

**TELEPHONE:** (+91) 20 67333333

**FAX:** (+91) 20 27425600

**1.7. Schedule of Bidding Process**

PCMC shall endeavour to adhere to the following schedule:

| S. No. | Bidding Process | Timelines |
|--------|-----------------|-----------|
|--------|-----------------|-----------|

|    |   |  |
|----|---|--|
| 1  | Sale of RFP                                     | 31 <sup>st</sup> October 2015  |
| 2  | Receipt of queries till                         | 06 <sup>th</sup> November 2015   |
| 3  | Pre-Bid Conference                              | 07 <sup>th</sup> November 2015 at 15:00 hours IST                              |
| 4  | PCMC response to queries latest by              | 10 <sup>th</sup> November 2015   |
| 5  | Issue of Revised RFP                            | 10 <sup>th</sup> November 2015 from 14:00 hours IST onwards                    |
| 6  | Date of submission of the Bid i.e. Bid Due Date | 30 <sup>th</sup> November 2015 upto 15:00 hours IST.                           |
| 7  | Opening of Bids                                 | 30 <sup>th</sup> November 2015 upto 17:00 hours IST. (Technical Proposal Only) |
| 8  | Opening of Commercial Proposal                  | After evaluation of Bids   |
| 9  | Issue of Letter of Award (LoA)                  | Within 60 (sixty) days of Bid Due Date   |
| 10 | Signing of Agreement                            | Within 45 (forty five) days of issue of LOA                                    |

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.1.2. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on PCMC nor confer any right on the Bidders, and PCMC shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.4. The Bid should be furnished in the formats as specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for award of the Operation. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by it in terms of the Bidding Documents is included in its Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.1.5. The Bidder shall deposit a Bid security of Rs. 3,00,000/- (Rupees three lakh only) through the e-tendering system of PCMC and in accordance with the provisions of this RFP for the Bid submitted ("**Bid Security**").
- 2.1.6. The Bidder in case of Bidding Company should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.
- 2.1.8. Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and

certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

- 2.1.10. The Bidding Documents including this RFP and all attached or other documents, provided by PCMC are and shall remain or become the property of PCMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and PCMC will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, PCMC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/or the Agreement or otherwise. Without limiting the generality of the above, determining the Conflict of Interest shall be the prerogative of PCMC.
- 2.1.12. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.12, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
    - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary;
  - b. a constituent of such Bidder is also a constituent of another Bidder;

- c. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof;
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- f. such Bidder or any Associate thereof has participated as a consultant to PCMC in the preparation of any documents, design or technical specifications of the Project.

*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.12, shall include each Member of such Consortium. For purposes of this RFP, **Associate** means, in relation to the Bidder/Member, a person who controls, is controlled by, or is under the common control with such Bidder/Member. As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

2.1.13. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.14. This RFP is not transferable and can only be used by the person to whom it has been issued.

2.1.15. Any award of Operation pursuant to this RFP shall be subject to the terms of Bidding Documents.

## **2.2. Change in composition of the Consortium**



- 2.2.1. Change in the composition of a Consortium will not be permitted by PCMC after the submission of bids;
- 2.2.2. The Members of Consortium other than the Lead Member whose Financial Capacity and Technical Capacity has been utilized for the purposes of qualification and are going to be considered for evaluation, should for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the Joint Venture. If the Bidder wishes to utilize the experience of all the Members of the Consortium then the total number of Members in a Consortium shall not exceed 2 (two) members including the Lead Member. Consortium Members whose experience has not been utilized for qualification can have a lesser equity stake in the paid up share capital of the Joint Venture;
- 2.2.3. The Lead Member should throughout the Operation Period, hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid up equity of the Joint Venture;
- 2.2.4. Where the Bidder is a Consortium, change in composition of the Consortium shall not be allowed after the Bid Due Date.

### **2.3. Change in Ownership**

- 2.3.1. By submitting the Bid, the Bidder acknowledges that it was qualified and short-listed on the basis of Financial and Technical Capacity of those of its Members who shall, until the 3<sup>rd</sup> (third) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Operator and the lead Member shall hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Operator, until the expiry of the Operation Period. The Bidder further acknowledges and agrees that the obligation herein shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement respectively, and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 in respect of Members shall apply only when the Bidder is a Consortium. Where the Bidder is a Bidding Company, it shall be required to hold at least 51% (fifty one percent of the subscribed and paid up equity of the Operator until the expiry of the Operation Period).
- 2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member whose Financial or Technical Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform PCMC forthwith along with all relevant particulars about the same and PCMC may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Successful Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to the completion of the Condition Precedent period for the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without PCMC being liable in any manner whatsoever to the Operator. In such an event, notwithstanding anything to the contrary contained in the Agreement, PCMC shall be entitled to forfeit and appropriate the Performance

Security, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents or otherwise.

## **2.4. Cost of Bidding**

- 2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. PCMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5. Site visit and verification of information**

- 2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project Area and ascertaining for themselves the site conditions, baseline of assets, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

- 2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from PCMC;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of PCMC relating to any of the matters referred to in Clause 2.5.1 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from PCMC, or a ground for termination of the Agreement by the Operator;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

- 2.5.3. PCMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by PCMC.

## **2.6. Verification and Disqualification**

- 2.6.1. PCMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by PCMC, make available all such information, evidence and documents as may be necessary

for such verification. Any such verification or lack of such verification by PCMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of PCMC there under.

- 2.6.2. Without prejudice to Clause 2.20.6, PCMC reserves the right to reject any Bid and appropriate the Bid Security if:
- a. at any time, a material misrepresentation is made or uncovered, or
  - b. the Bidder does not provide, within the time specified by PCMC, the supplemental information sought by PCMC for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then PCMC reserves the right to invite a Bidder amongst the qualified Bidders in the ascending order of their rank in accordance with Clause 3.5.

- 2.6.3. In case it is found during the evaluation or at any time before signing of the Agreement or after their execution and during the period of subsistence thereof, including the Operation thereby granted by PCMC, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LoA or entering into of the Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by PCMC to the Successful Bidder or the Operator, as the case may be, without PCMC being liable in any manner whatsoever to the Successful Bidder or Operator. In such an event, PCMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/or the Agreement, or otherwise.
- 2.6.4. The Bidder acknowledges and agrees that provisions of this RFP which by their nature or subject matter are intended to survive the completion of the Bidding or to apply throughout the Operation Period shall continue to survive and bind the Bidders throughout the Operation Period.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

- 2.7.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9 and any clarifications and interpretations issued in accordance with Clause 2.8.

#### **Invitation for Bids**

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud & Corrupt Practices

Section 5. Pre Bid Conference

Section 6. Miscellaneous

#### **Appendices**

- I. Letter for Bid
  - II. Procedure of registration and submission of Bid through e-tendering system
  - III. Power of Attorney for signing of Bid
  - IV. Power of Attorney for Lead Member of Consortium
  - V. Joint Bidding Agreement for Consortium
  - VI. Anti Collusion Certificate
  - VII. Technical and Financial Capacity
- 2.7.2. The Agreement provided by PCMC along with this RFP as Volume 2 shall be deemed to be part of this RFP.

### **2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the RFP may notify PCMC in writing or by fax and e-mail in accordance with Clause 1.6.7. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.7.
- 2.8.2. PCMC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. The responses will be sent by fax or e-mail. However, PCMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring PCMC to respond to any question or to provide any clarification including within any specified time limit. PCMC will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.3. PCMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by PCMC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by PCMC or its employees or representatives shall not in any way or manner be binding on PCMC.

## **2.9. Amendment of RFP**

- 2.9.1. At any time prior to the Bid Due Date, PCMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum to the RFP.
- 2.9.2. Any addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, PCMC may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10. Format and Signing of Bid**

- 2.10.1. The Bidder shall in its Bid provide all the information sought under the Bidding Document. PCMC will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

### **2.11. Submission of Bid through e-tendering system**

- 2.11.1. The Bidder shall submit the Bid only through the e-tendering system of PCMC.
- 2.11.2. The Bidder shall have to register with PCMC for Bidding for this Project. The process of registration and submission is provided in Appendix II.
- 2.11.3. The Bid shall have to be prepared and submitted as per Clauses 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.19 and 2.20 of this RFP and only through e-tendering system of PCMC. The Bid shall comprise of Qualification and Commercial Proposal.

- a) **Qualification:** The Bidder shall submit the following through e-tendering system for qualifying for the Project.
  - i. Payment of Rs 10,000/- (Rupees ten thousand only) through e-tendering system of PCMC towards purchase of RFP document
  - ii. Payment of Rs 3,00,000/- (Rupees three lakh only) as Bid Security through e-tendering system of PCMC
  - iii. Bid in the prescribed format (Appendix I and Appendix VII) along with Annexes and supporting documents;
  - iv. Power of Attorney for signing of Bid in the format at Appendix-III;

- v. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV;
- vi. If applicable, the Joint Bidding Agreement between the Members of Consortiums in the format at Appendix-V;
- vii. Anti Collusion Certificate in the format at Appendix VI;
- viii. Certified true copy of the incorporation certificate of the Bidding Company. In the case of a Consortium, certified true copy of the incorporation certificate of each of the Members of the Consortium. In case of a trust, copy of trust deed; in case of a society, copy of Memorandum of Association.; and
- ix. A copy of the RFP document and Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (e) or (f) hereinabove, as applicable.

Any number of documents can be submitted through e-tendering system; however, the size of each individual document (in scanned PDF format) should not exceed 1 MB. If any of the documents mentioned above is not being accepted by the e-tendering system, then the same can be submitted by placing it in a sealed envelope or a box before the Bid Due Date. The envelope specified shall clearly bear the following identification:

“Bid for Selection of Operator for managing water meter reading, generation, on spot billing, user charge collection and improving coverage of water connections”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

The envelope shall be addressed to:

**KIND ATTENTION OF:**

Joint City Engineer, Water Supply  
Pimpri Chinchwad Municipal Corporation

**ADDRESS:**

Pimpri Chinchwad Municipal Corporation Main Building,  
Pimpri – 411 018

**TELEPHONE:** (+91) 20 67333333

**FAX:** (+91) 20 27425600

If the envelopes are not sealed and marked as instructed above, PCMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**b) Commercial Proposal**

The Bidder shall quote the Operation Fee only through the e-tendering system of PCMC.

**2.12. Bid Due Date**

2.12.1. Bids should be submitted before **1500 hours IST on or before the Bid Due Date** in the manner and form as detailed in the Bidding Documents.

2.12.2. PCMC may, in its sole discretion, extend the Bid Due Date by issuing an addendum in accordance with Clause 2.9 uniformly for all Bidders.

### **2.13. Late Bids**

2.13.1. Bids received by PCMC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.14. Contents of the Bid**

2.14.1. Without prejudice to the other provisions of the Bidding Documents, the Bid shall consist of a Operation Fee quoted by the Bidder. The Bidder shall specify the Operation Fee required by him to undertake the Project in accordance with this RFP and the provisions of the Agreement.

2.14.2. Generally, the Project will be awarded to the Lowest Bidder.

2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with the Bidding Documents.

2.14.4. The Agreement enclosed with this RFP shall be deemed to be part of the Bid.

### **2.15. Modification/ substitute/ withdrawal of Bids**

2.15.1. The Bidder may modify/ substitute/ withdraw its Bid before the final submission through the e-tendering system. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by PCMC, shall be disregarded.

### **2.16. Rejection of Bids**

2.16.1. Notwithstanding anything contained in this RFP, PCMC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that PCMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2. PCMC reserves the right not to proceed with the Bidding Process or to modify the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **2.17. Validity of Bids**

2.17.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and PCMC, provided that the Successful Bidder shall extend the validity of the Bid until the execution of the Agreement.

**2.18. Confidentiality**

- 2.18.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising PCMC in relation to or matters arising out of, or concerning the Bidding Process. PCMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. PCMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or PCMC or as may be required by law or in connection with any legal process.

**2.19. Correspondence with the Bidder**

- 2.19.1. Save and except as provided in this RFP, PCMC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

**D. BID SECURITY****2.20. Bid Security**

- 2.20.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.5 hereinabove through the e-tendering system of PCMC.
- 2.20.2. PCMC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by PCMC as non-responsive.
- 2.20.4. The Bid Security of unsuccessful Bidders will be returned by PCMC, without any interest, within 30 (thirty) days, after execution of the Agreement by the Successful Bidder or when the Bidding Process is cancelled by PCMC. The Bidders shall have to apply for Bid Security refund at the Citizen Facilitation Centre of PCMC. PCMC after due verification shall refund the Bid Security of unsuccessful Bidders. The Successful Bidder's Bid Security will be converted into Performance Security, without any interest, upon the Operator signing the Agreement.
- 2.20.5. PCMC shall be entitled to forfeit and appropriate the Bid Security as liquidated damages inter alia in any of the events specified in Clause 2.20.6 herein below and pursuant to other provisions of this RFP providing for a forfeiture of Bid Security. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that PCMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6. The Bid Security shall be forfeited as liquidated damages without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:



- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- b. If a Bidder modifies or substitutes (without the prior written approval of PCMC) or withdraws its Bid during the period of Bid validity as specified in this RFP and as extended in accordance with the terms of the Bidding Documents; or
- c. In the case of Successful Bidder, if within the specified time limit –
  - i. it fails to sign and return the duplicate copy of LoA;
  - ii. it fails to incorporate the Joint Venture or such Joint Venture fails or refuses to sign the Agreement;
  - iii. the Joint Venture fails to provide the Performance Security in accordance with the Bidding Document;
  - iv. the Successful Bidder fails or refuses to provide any documents required to be provided by it after its selection.

### 3. EVALUATION OF BIDS

#### 3.1. Opening and Evaluation of Bids

- 3.1.1. PCMC will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.2. To facilitate evaluation of Bids, PCMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by PCMC in this regard.

#### 3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, PCMC shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- a. Payment of Rs 10,000/- (Rupees ten thousand only) is made through e-tendering system of PCMC towards purchase of RFP document
  - b. Payment of Rs 3,00,000/- (Rupees three lakh only) is made as Bid Security through e-tendering system of PCMC;
  - c. it is received as per the format at Appendix-I and Appendix-VII;
  - d. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
  - e. it is submitted as stipulated in Clauses 2.10 and 2.11;
  - f. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6 and 2.1.7, as the case may be;
  - g. it contains certificates from its statutory auditors in the formats specified at Appendix I and Appendix VII of the RFP;
  - h. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
  - i. it does not contain any condition or qualification; and
  - j. it is not non-responsive or inconsistent in terms of the Bidding Documents.
- 3.2.2. PCMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by PCMC in respect of such Bid.

### 3.3. Selection of Bidder

- 3.3.1. Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and has quoted the lowest Operation Fee, shall be declared as the successful Bidder (the “**Successful Bidder**”). In the event that PCMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2. The evaluation of Bids shall be undertaken in the following sequence:
1. Evaluation of Qualification;
  2. Evaluation of Commercial Proposal

### 3.4. Evaluation of Qualification

- 3.4.1. For the purpose of qualifying under envelope 1, the Bidder shall have to demonstrate the minimum Financial Capacity as stipulated under Clause 3.4.2.2 and minimum Technical Capacity as stipulated under Clause 3.4.3.2 of this RFP document.

#### 3.4.2. Evaluation of Financial Capacity

- 3.4.2.1. The Average Cash Accruals of the Bidder shall be assessed under this category. In the case of a Consortium, the combined Average Cash Accruals of those Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the Joint Venture, shall be considered for the purpose of evaluation. Such Members who have been evaluated under this category shall until the 3rd (third) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Operator and the lead Member shall hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Operator, until the expiry of the Operation Period.

- 3.4.2.2. Under this category, the Bidder shall have to demonstrate the minimum Turnover (the “**Financial Capacity**”):

1. Minimum Turnover Rs. 1,00,00,000/- (Rupees one crore only) in the financial year 2013-14.

- 3.4.2.3. If the Bidder does not meet the minimum Financial Capacity as specified in Clause 3.4.2.2, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.20.4.

The Bidder shall provide a certificate from its statutory auditor specifying the Turnover in the financial year 2013-14.

- 3.4.2.4. The Bid must be accompanied by the audited annual reports of the Bidder (or Members who are to be evaluated in case of a Consortium).

- 3.4.2.5. In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for the preceding year for which the audited annual report is not being provided.

- 3.4.2.6. The Bidder must establish a minimum Turnover as specified in Clause 3.4.2.2, and provide details as per format at Annex-II of Appendix-I.

3.4.2.7. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest Financial Year of a Bidder, it shall ignore such Financial Year for the purposes of its Bid and furnish all its information and certification with reference to the Financial Year, preceding its latest Financial Year. For the avoidance of doubt, the Financial Year shall, for the purposes of a Bid hereunder, mean accounting year followed by the Bidder in the course of its normal business.

### 3.4.3. Evaluation of Technical Capacity

3.4.3.1. In addition to the Financial Capacity, the Technical Capacity of the Bidder shall be assessed under this category. In the case of a Consortium, any of Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the Joint Venture, shall be considered for the purpose of evaluation. Such Members who have been evaluated under this category shall until the 3<sup>rd</sup> (third) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Operator and the lead Member shall hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Operator, until the expiry of the Operation Period.

3.4.3.2. For qualifying under this category, the Bidder shall, over the past 5 (five) Financial Years preceding the Bid Due Date, have (“**Technical Capacity**”):

- a) Experience of undertaking water meter reading, generation and distribution of water bills to consumers for a public utility in a single project having at least 50,000 consumers in one billing cycle.

**OR**

- b) Experience of undertaking water meter reading, generation and distribution of water bills to consumers for a public utility in two different projects having cumulatively 60000 consumers in the two project in one billing cycle.

**OR**

- c) Experience of undertaking meter reading, printing and distribution of water bills to consumers for a public utility in three different projects having cumulatively 75,000 consumers in the three projects in one billing cycle.

3.4.3.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-VII. The evidence to be submitted for experience shall include either of the following in the format as specified in Appendix VII (Annex II):

- (a) Certificate from the Government Instrumentality for which the project has been developed clearly setting out the nature of project, no. of consumers, location, date of commissioning and if the progress of the project was satisfactory;
- (b) Certificate from the urban local body for which the project has been developed clearly setting out the nature of project, no. of consumers, location, date of commissioning and if the progress of the project was satisfactory; or

- (c) Certificate from an appropriate statutory authority clearly setting out the nature of project, no. of consumers, location, date of commissioning and if the progress of the project was satisfactory.

3.4.3.4. If the Bidder does not meet the minimum Technical Capacity as specified in Clause 3.4.3.2, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.20.4.

#### 3.4.4. Experience

3.4.4.1. The Experience shall be measured only on the basis of Eligible Projects undertaken in India and elsewhere.

3.4.4.2. For a project to qualify as an Eligible Project:

- a. (i) it should have been undertaken PPP or other similar basis for providing its output or services to a urban local body or for providing non-discriminatory access to users in pursuance of its charter, contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly should normally be included in this category even if it is not based on a long-term agreement with a public entity; or

(ii) it should have been undertaken as an operations and maintenance project for providing its output to a urban local body or for providing non-discriminatory access to users in pursuance of its charter, contract, as the case may be; and

- b. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) subscribed and paid up voting equity share capital during the period for which eligible experience is being claimed.

3.4.4.3. Any entity which has been barred by the Central/any State Government/any Government Instrumentality, or any entity owned or controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as a member of a Consortium.

3.4.4.4. A Bidder including any Member should, in the last 5 (five) Financial Years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Member, as the case may be, nor has been expelled from any project or contract by any public entity or Government Instrumentality nor have had any contract terminated by any public entity or Government Instrumentality for breach by such Bidder or Member.

3.4.4.5. The Bidder should furnish the details of Eligible Project experience for the last 5 (five) Financial Years immediately preceding the Bid Due date.

3.4.4.6. The Bidders must provide the necessary information relating to experience as per format at Annex-I of Appendix-VII. The credentials of eligible Bidders shall be measured in terms of their experience. In case of a Consortium, the Eligible Projects of each of its Members, who have an equity share as set out in Clause 2.2.2 in the Joint Venture, shall be summed up of the Consortium.

3.4.4.7. PCMC, however, at all times retains the right to reject a Bid in cases where PCMC (in its sole opinion), considers the Bid materially inconsistent, deficient, technically unsound or unacceptable in any other respect.

3.4.4.8. The Bidders meeting the Technical Capacity as specified in Clause 3.4.3.2 shall be qualified for evaluation of their Commercial Proposals.

### **3.5. Evaluation of Commercial Proposal**

3.5.1. The Commercial Proposal evaluation seeks to select the Bidder offering the best commercial terms.

3.5.2. The Commercial Proposals of qualified Bidders would be evaluated on the basis of the lowest Operation Fee (in Indian Rupees), payable by Pimpri Chinchwad Municipal Corporation. Draft format enclosed as Annexure 1.

3.5.3. The Operation Fee will be escalated at 5% (five percent) per annum on the previous year Operation Fee to determine the Operation Fee applicable for each subsequent year during the operations period.

3.5.4. The Operation Fee shall cover all the activities specified under the scope of work in the RFP.

3.5.5. The Operation Fee shall be inclusive of all taxes and duties including service tax.

3.5.6. The Operation Fee quoted shall not have any conditionality or deviations from the Agreement or RFP. Bids with conditions attached shall be treated as non-responsive.

3.5.7. In the event that two or more Bidders quote the same amount of Operation Fee (the "Tie Bidders"), PCMC shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

### **3.6. Issue of LOA and execution of the Agreement**

3.6.1. Subsequent to the identification of the Successful Bidder, a letter of award ("**LoA**" or "**Letter of Award**") would be issued to the Successful Bidder by PCMC. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein. PCMC will promptly notify other Bidders that their Commercial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 45 (forty five) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:

1. Furnish the Performance Security by way of an Fixed Deposit Receipt (FDR) for a value of 2% of the value of contract for the 1<sup>st</sup> Year issued by a nationalized / scheduled bank in favour of Pimpri Chinchwad Municipal Corporation, as required under the Agreement; and
2. Bear the cost of stamp duty of the agreement.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, PCMC reserves the right to:

4. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
5. Call for fresh Bids from the remaining Bidders; OR
6. Take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the Bidding Process.

#### 3.6.2. Structure

- a. After the issue of the LoA by PCMC, if the Successful Bidder is a Bidding Consortium it shall enter into a joint venture agreement with the Consortium members for executing the Project (“**JV**” or the "**Joint Venture**"). The Successful Bidder shall ensure that the Joint Venture agreement is provided to PCMC within thirty (30) days from the date of issue of the LoA by PCMC.
- b. In the event that the Successful Bidder is a Consortium, the shareholding of the Joint Venture shall be owned directly by the Members in accordance with the terms of the Bidding Documents including the Agreement.
- c. The Joint Venture or the Bidding Company shall execute the Agreement within the period prescribed in Clause 1.7 (unless such period is extended by PCMC). Upon or prior to such execution by the Joint Venture or the Bidding Company it shall submit to PCMC the Performance Security in accordance with the Bidding Documents.

- 3.6.3. PCMC reserves the right to cancel the award in case the Successful Bidder being a Bidding Consortium fails to incorporate the Joint Venture fails or refuses to sign the Agreement and/or does not submit the Performance Security and/or the other documents mentioned in the Bidding Documents.

### 3.7. **Contacts during Bid Evaluation**

- 3.7.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time PCMC makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, PCMC and/or their employees/representatives on matters related to the Bids under consideration.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Agreement, PCMC may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, PCMC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/or the Agreement or otherwise.
- 4.2 Without prejudice to the rights of PCMC under Clause 4.1 hereinabove and the rights and remedies which PCMC may have under the LoA or the Agreement, or otherwise, if a Bidder or Operator, as the case may be, is found by PCMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by PCMC during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by PCMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PCMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of PCMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;



- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by PCMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only duly authorized representatives of the Bidders shall be allowed to participate in the Pre-Bid conference. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of PCMC. PCMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the District Court of Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 6.2 PCMC, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
- (a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to PCMC by, on behalf of, and/or in relation to any Bidder;
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
  - (e) amend, modify or reissue the Bidding Documents or any part thereof;
  - (f) to accept or reject any or all of the Bids; and/or
  - (g) include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.
  - (h) to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases PCMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX I. Letter for Bid**

(Refer Clause 2.11 of the RFP)

**[On the letter head of the Bidder/Lead Member]**

Original or copy No:

Dated:

To,

[The \*\*\*\*\*,

\*\*\*\*\*

\*\*\*\*\*]

**Sub: Bid for managing water meter reading, on spot billing, collection of user charges & improving coverage of water connections**

Dear Sir,

With reference to your RFP dated \*\*\*\*\*, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that PCMC will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in Annexes I to III to this Letter of Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to PCMC any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of PCMC to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 3 (three) years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP, including any addendum issued by PCMC;
  - (b) I/We do not have any Conflict of Interest in accordance with Clauses 2.1.11 and 2.1.12 of the RFP;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with PCMC or any other public sector enterprise or any government, Central or State;
- (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP.
8. I/We believe that I/we/our Consortium satisfy(ies) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
9. I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.
10. I/We certify that in regard to matters other than security and integrity of the country, I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
12. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFP, I/we shall intimate PCMC of the same immediately.
14. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
15. I/We understand that the Successful Bidder if a Bidding Consortium shall be required to enter into a Joint Venture in accordance with the Bidding Documents prior to execution of the Agreement.
16. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by PCMC in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP.
18. I/We agree and undertake to be jointly and severally liable for all our obligations under the Agreement as per the provisions set out therein.
19. I/We agree to enter into a Joint Venture agreement (applicable in case of a Bidding Consortium) in accordance with the Bidding Documents, which shall be the Operator under the Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the authorised signatory)

Place: (Name and designation of the authorised signatory)

(Name and seal of the Bidder/lead Member of the Consortium)

**Appendix I ANNEX-I****Details of Bidder****[On the letter head of the Bidding Company/Members of Consortium]**

Original or copy No:

Dated:

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):
  
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:
  
3. Details of individual(s) who will serve as the point of contact/communication for PCMC:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone number:
  - (f) E-Mail Address:
  - (g) Fax number:
  
4. Particulars of the authorized signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone number:
  - (e) Fax number:
  
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members.
  - (b) A copy of the Joint Bidding Agreement, should be attached to the Bid.
  - (c) Information regarding role of each Member should be provided as per table below:

| S No. | Name of Member | Role* {Refer Clause 2.2} | Percentage of equity in the Consortium {Refer Clause 2.2} |
|-------|----------------|--------------------------|---|
| 1.    |                |                          |   |
| 2.    |                |                          |   |

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-II of Appendix VII.

(d) The following information shall also be provided by Bidder/for each Member:

**Name of Bidder/ member of Consortium:**

| No. | Criteria  | Yes | No |
|-----|---|-----|----|
| 1.  | Has the Bidder/constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise).  |     |    |
| 2.  | If the answer to 1 is yes, does the bar subsist as on the date of Bid.  |     |    |
| 3.  | Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years? |     |    |

6. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):



**Appendix I ANNEX-II**  
**Financial Capacity of the Bidder**  
 (Refer to Clause 3.4 of the RFP)

**[On the letter head of the Bidding Company/lead Member]**

**(In Rs. crore<sup>\$\$</sup>)**

| <b>Applicant type<sup>§</sup></b> | <b>Member Code<sup>£</sup></b> | <b>Turnover</b>      |
|-----------------------------------|--------------------------------|----------------------|
| (1)                               | (2)                            | <b>Year 1</b><br>(3) |
| Bidding Company                   |                                |                      |
| Consortium Member 1               |                                |                      |
| Consortium Member 2               |                                |                      |
| <b>AVERAGE</b>                    |                                |                      |

<sup>§</sup> A Bidder consisting of a single entity should fill in details as per the row titled Bidding Company and ignore the rows titled Consortium Members. In case of a Consortium, row titled Bidding Company may be ignored.

<sup>£</sup> For Member Code, see instruction 4 at Annex-II of this Appendix-VII.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports preceding the Bid Due Date. The financial statements shall:
  - a. reflect the financial situation of the Bidder or Consortium Members;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.4.
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted.
4. The Bidder shall also provide the name and address of its Bankers to PCMC.
5. The Bidder shall provide an Auditor's Certificate specifying turnover of the Bidder in accordance with Clause 3.4 of the RFP document.

**Appendix I ANNEX-III**  
**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/lead Member of Consortium)

Original or copy No:

Ref. Date:

To,

-----  
-----  
-----

Dear Sir,

We hereby confirm that we/our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that ..... (insert member's name) will act as the lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

\*Please strike out whichever is not applicable.

## **APPENDIX – II: Procedure of registration & submission of bid through E-Tendering system**

### **A. Registration Process**

For participating in the e-tendering process, the Bidder shall register with the Water Supply Department of the PCMC. Each registered Bidder will receive a permanent digital key through which the Bidder can participate in the Bid process. It requires minimum 7 (seven) days for receiving the digital key after verification of required documents. The registration process will be carried out through the Water Supply Department of PCMC.

The Bidders shall contact Executive Engineer (B&D ward), Water Supply Department, PCMC main building, Pimpri-18 for completing the registration within the stipulated time. The Bidder shall contact Mr. Morankar, Water Supply department, 1<sup>st</sup> Floor, PCMC main building, Pimpri -18, for any technical query regarding receiving of digital key after submission of registration document.

Following is the list of formats required to be filled for registering with PCMC for participating in the Bid through e-tendering system. The forms are also available for download at [http://www.pcmcindia.gov.in/e\\_tender.asp](http://www.pcmcindia.gov.in/e_tender.asp)

1. Fill-up the registration form format (refer below in this Appendix 'A') duly stamped (company seal) and signed by the person under whose name the company has to be registered.
2. Fill-up the certificate application attestation form (refer below in this Appendix 'B').
3. Fill-up the letter of employment (refer below in this Appendix 'C'). This should be on the company's letterhead.
4. Fill-up the signature verification letter (refer below in this Appendix 'D'). It should be either on company's or banker's letterhead.

All the true copies to be submitted should be signed by the person under whose name the company is to be registered and should carry the company's seal. The person under whose name the company is to be registered is not required to be physically present to complete the registration process, if all the required original documents for registration are shown during the registration process. The photograph of the individual on the form should be partly stamped with the company's seal. Please note that Bidder has to use the standard formats mentioned herein wherever specified to do so. Any deviation from the format specified will result in rejection of the application for registration.

Following is the complete list of supporting documents required for registration process in addition to the forms mentioned above.

1. Original and true copy of the Pan Card of the company.
2. Original and true copy of the Service Tax or Vat Registration number of the company.
3. Original and true copy of the Pan Card of the individual under whose name the company is to be registered.
4. Original and true copy of Certificate of Incorporation or registration of the company.

5. Five passport size photographs of the individual under whose name the company is to be registered. This will be counted separate than the one pasted and stamped on certificate application attestation form.
6. Original and true copies of any three ID proof mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in this appendix point B).
7. Original and true copy of residential address proof of the individual under whose name the company is to be registered. The acceptable documents are mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in this Appendix 'B').
8. Letter of authorization on company's letterhead mentioning the name of the person under whom the Bidding Company is to be registered. The letter should be signed jointly by the company's director and the individual. The letter should carry company's seal. (no standard format is specified).
9. Registration charges of Rs 3000/- (Rupees three thousand only), cash or DD in favour of "The Commissioner, Pimpri Chinchwad Municipal Corporation" payable at Pimpri

### B. Bid Submission

A step-by-step procedure with the help of screen shots has been illustrated below to facilitate the bidding through e-tendering system. The Bidder may contact Shri. Sandeep Bhagwat at 9764885650 for resolving the technical difficulty in bidding for the Project. PCMC shall not be held responsible for any errors or mistakes arising out of the bidding.

#### Step 1 - Select the Tender and Make Payment

Note: The respective figures for "tender form fee", "EMD amount", "total tender amount", "paid amount", "total amount to pay" shall appear on the screen. The Bidder is not required to fill in this information. The Bidder has to select the tender by clicking the drop down "Tender no." and thereafter click the tab "Make Payment".

#### STEP 2 - Click on "Show Tender" tab and click on "Open" tab to Bid for the tender

User Code: riteish@raj.com Post: Bidder  
 Online Tendering

Show Tender / Make Payment / Profile / Attach Document / Change Password / Submitted Tenders

Tender List

Vender Name: Dummy For Medical Ritesh Dist Registration No: MED125

| Tender No.             | Date Of Submission | Department  | Value     | Stage |
|------------------------|--------------------|-------------|-----------|-------|
| Dummy Tender 2/2010-11 | 28/10/2010         | ENGINEERING | 493395.00 | Open  |
| MyCompuTender          | 16/10/2010         | ENGINEERING | 5900.00   | Open  |

After payment is made successfully, the bidder shall select the tender and click on “Open” tab for entering the bid for the tender.

### STEP 3 - Insert quote

You have made payment successfully = 1.0, you can bid & submit this tender

Tender Name: Medical 5/2011-2012  
 Tender Close Date: 31/08/2011  
 Tender Open Date: 31/08/2011  
 Tender Close Time: 15:00

Tender Value: .00 Bid Value: Difference:

Bidder Name: Dummy medical  
 Bid Type: Tipping Tender

Enter rate in 'Rate' field As Per Tender Conditions

| Item Name  | Quantity | Product No. | Company | Rate | Amount |
|--|----------|-------------|---------|------|--------|
| Tipping Fee For First Year (Rs per metric Tonne) We agree that the above Tipping Fee shall be inclusive for all taxes and duties including services tax. | 1        |             |         | 20   | 20     |

I have read all terms & conditions from Tender Document/Tender Form/B1 form & Schedule B for Civil1 accept all these terms & conditions.

Sign / Cancel / Submit Tender

Note: The Bidder after making the payment and clicking on the “Open” tab shall view this screen. The Bidder has to click on “Bid” tab and then fill in the rate under “Rate” tab. The system shall automatically calculate the Amount. The bidder has to then click on “Save” tab followed by “Sign” tab and finally “Submit Tender” tab. Only after the “Submit Tender” tab is clicked, the bid is accepted by the e-tendering system. In case the bidder wants to change its bid before clicking on the “Submit Tender” tab and before the final date of submission, the bidder has to click on “Cancel” tab and repeat the process from Step 2.

More details about the e-tendering system operation is available at [http://www.pcmcindia.gov.in/e\\_tender.asp](http://www.pcmcindia.gov.in/e_tender.asp)

**Appendix A – Registration Form Format**

*(Copy should be submitted in person for registration along with attested (i.e with company seal and signed by Authorised Representative of the Bidder) true copy. Original document should be carried for verification during registration)*

Pimpri Chinchwad Municipal Corporation  
Pimpri – 411018.  
Application for e-tendering Registration  
Name of Department: Health Deptt. (PCMC)

1. Applicant / Company Name \_\_\_\_\_
  2. Owner/Partner/ Name of Director \_\_\_\_\_
  3. In case of Partnership Firm Registration Certificate No. \_\_\_\_\_
  4. In Case of Company Reg. Certificate No \_\_\_\_\_
  5. Office Address \_\_\_\_\_
  - Correspondence Address \_\_\_\_\_
  - Tel. Nos \_\_\_\_\_ Office \_\_\_\_\_ Mobile.No \_\_\_\_\_
  6. Registration for Which Dept. \_\_\_\_\_ Grade \_\_\_\_\_
  7. Works executed in the last three years from date of Registration. Attach proof of work as annexure.
- A) Shop Act License Validity From Dt. \_\_\_\_\_ To \_\_\_\_\_  
B) Service Tax Registration No Validity From Dt. \_\_\_\_\_ To \_\_\_\_\_  
C) Pan Card No \_\_\_\_\_

Note :- 1) This application is available on Corporation's web site [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)  
2) Registration valid upto 31st March of every year

Date :-

Place :-

Applicant Signature

---

**(For office use only)**

**Undertaking for Registration with PCMC**

I \_\_\_\_\_(Bidding company representative) on behalf of my firm \_\_\_\_\_(Name of bidding firm) have submitted the following attested true copy of required documents for registration with PCMC to participate in e-tendering process.

1. Pan card of the company.
2. Service tax registration or vat registration of company.
3. Residence proof and pan card of the individual on whose name the bidding company should be registered. Following documents are accepted as address proof: a) Telephone bill b) electricity bill c) passport d) bank passbook e) voter's card.
4. Authorization letter on company's letterhead mentioning the name of the person under whom the bidding company has to be registered.
5. Five passport size photograph of the person under whom the Bidding Company is to be registered.
6. Certificate of incorporation or registration of the company.
7. True copy of three ID proof should be submitted. The acceptable documents are Passport, pan card, licence, ration card and election card.

**Declaration**

I have enclosed all the certified photo copies of documents required for registration along with the registration form. I know that if any document is found false/fraudulent after giving registration by Pimpri Chinchwad Municipal Corporation, I will be responsible to be prosecuted by Pimpri Chinchwad Municipal Corporation as per the provision of Indian Penal Code. I also agree that in the tender, if special documents are required or demanded by Pimpri Chinchwad Municipal Corporation for the efficient execution of tender work, I will submit certified true copies of the special documents by way of scanning the same or PDF files as attachment while submitting the tender online. I also agree that original document will be produced to the registering authority for verification of certified photocopies on the day of submitting the registration form.

Name and Signature of the applicant



## Appendix B - Certificate Application Attestation Form

### Instructions

1. Print out this Form after completing it as required
2. Place a copy of your latest passport-size photograph on the top right corner
3. Bring this Form to your banker for attestation.
  - a) You are responsible for all fees charged by the banker
4. Instruct the banker to read the instructions below and complete the acknowledgment.
5. Obtain copies of three forms of ID's
  - a) One widely recognized, government issued Photo-ID such as
    - Passport
    - Driving License
    - Income Tax Identity (PAN) Card
    - Voters ID card
    - Service Identity Card issued to its employees by State/Central Government
  - b) Two other ID's which are nationally valid and which need not necessarily be photo-ID's such as
    - Passport
    - Driving Licenses
    - Income Tax Identity (PAN) Cards
    - Voters ID card
    - Service Identity Cards issued to its employees by State / Central Government
    - Ration Card
    - Photo Credit Cards / Debit card
    - Bank / Kisan / Post Office Passbooks
    - Pension Documents such as Ex-Servicemen's Pension Book / Pension Payment Order
    - Ex-Servicemen's Widow / Dependent Certificates
    - Medclaim or similar insurance cards
    - Student SSC / HSC / graduation / post graduation degrees
    - Birth certificate
    - School leaving certificate
    - Electricity bill
    - Mobile / Telephone bill

You will need to:

- a) Make a copy of each of the 3 forms of ID's
  - b) Have the copies Notarised / attested by a Notary Public or Class 3 Gazetted Officer or your Banker
6. Make and retain a copy of the completed form in a secure location. You will need to reference your name and e-mail address as listed below should you have a question regarding this certificate application.
  7. If your Organisation Name is to be included in the certificate then:
    - a) Submit Proof of Right to do Business document
    - b) Submit the Letter of Employment
    - c) Submit the Signature Verification Letter

***Instructions to Banker***

The document you are attesting is part of the enrolment process for a SafeScript Digital ID. SafeScript requires that the personal identity of the applicant be validated. If you would like more information about Digital IDs or the enrolment process please visit SafeScript at [www.safescript.com](http://www.safescript.com).

1. Complete the Acknowledgment in the Certificate Application Attestation Form.
2. The Applicant must hold a valid account in your bank.
3. You may retain a copy of the completed Certificate Application Attestation Form
4. In this context, the Banker is the Branch Manager of the bank where the applicant holds a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.

(To be printed on the Letter Head of the Organisation)

**Certificate Application Attestation Form**

**Applicant Personal Data (as entered on the Online Enrollment Form) with the latest passport photograph:**

Full Name \_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Paste latest passport size photo here.

Applicants Signature

Date \_\_\_\_\_

.....

**Banker to Complete the Following Section**

**Acknowledgment**

The Applicant personally presented himself to me, the Banker, for the purpose of identity verification.

Signature and photograph of Mr./Mrs./Ms. \_\_\_\_\_ who maintains an account with this Bank, as appearing above, is hereby attested, with reference to the records maintained by the Bank.

Bank Manager's Signature: \_\_\_\_\_

Bank Manager's Name: \_\_\_\_\_

Bank Manager's official code number: \_\_\_\_\_

Bank Name and Address: \_\_\_\_\_

Banks Official Phone number: \_\_\_\_\_

(Place Bank Seal/Stamp to the right)

## Appendix C - Letter of Employment

### Instructions

The Letter of Employment is to be submitted when the Certificate Applicant requires the name of his Organisation to be displayed in his certificate. This letter should accompany the POR Document and the Signature Verification Letter. This letter is to be:

1. In the prescribed format only and printed on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed by the Authorised Signatory of the Organisation, who attested the other documents
3. The Authorised Signatory must affix:
  - The Organisations seal on the document
  - His signature and full name
  - His official telephone number and e-mail id, so that SafeScript may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to us at the earliest.

<< To be Printed on the Letter Head of the Company >>

**Letter of Employment**

**Certificate Applicant Information**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Email ID: \_\_\_\_\_

I, (Name of the Authorised Signatory) \_\_\_\_\_, certify that on (Date) \_\_\_\_\_, (Name of the Certificate Applicant) \_\_\_\_\_ is an employee of our organization (Organisation Name) \_\_\_\_\_ and that the Applicant's Employee ID is (Employee ID) \_\_\_\_\_. I acknowledge by my signature, that the Applicant information in this document is complete and accurate as per our office records.

(Signature of Authorised Signatory)

(Company Seal)

**Details of Authorised Signatory**

Full Name: \_\_\_\_\_

Organisation Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## Appendix D – Signature Verification Letter

### Instructions

The Signature Verification letter is required to verify the identity of the Authorized Signatory who attested the POR document, Telephone Bill and Letter of Employment. This letter is to be:

1. In the prescribed format only and preferably on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed first by the Authorised Signatory of the Organisation who attested the other documents
3. Completed and Signed lastly by the Organisations official Banker
  - The Banker is the Branch Manager of the bank where the Organisation has a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.
  - The Banker must affix;
    - (1) His official seal on the document
    - (2) His signature and full name next to his official seal on the document
    - (3) His official telephone number, so that SafeScript may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to you at the earliest.

<<To be printed on letter head of organization/banker>>

**Signature Verification Letter**

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that ..... (Name of the Organisation) with the Office at ..... (Address of the Organisation) is maintaining a bank account (A/c No. ....) with our Bank ..... (Bank Name), and operating that account in the normal course of its business/activities.

Mr./Ms./Mrs..... is the authorized signatory for the operation of the account. His/Her signature as appearing below is duly attested (as per the records available with the bank).

(Signature of the Authorised Signatory)

(Signature of the Branch Manager)

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Designation : \_\_\_\_\_

Phone No: \_\_\_\_\_

Date: \_\_\_\_\_

**(Bank Seal)**

**APPENDIX – III:****Power of Attorney for signing of Bid**

(Refer Clause 2.1.6 of the RFP)

Know all persons by these presents, [I ..... (name of the company) incorporated under the laws of India and having its registered office at [ ] “**Company**”] do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for Managing water meter reading, on spot billing, user charge collection and improving coverage of water connections pursuant to the RFP dated [ ] (“RFP”) issued by the Pimpri Chinchwad Municipal Corporation (the “**PCMC**”) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to PCMC, representing us in all matters before PCMC, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with PCMC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Pimpri Chinchwad Municipal Corporation.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF, ....., THE ABOVE NAMED PRINCIPAL  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF  
....., 2.....

For .....

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)



Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**APPENDIX – IV: Power of Attorney for Lead Member of Consortium**

(Refer Clause 2.1.7 of the RFP)

Whereas PCMC has invited proposals from interested parties for Managing water meter reading, on spot billing, user charge collection and improving coverage of water connections.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to subdelegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....

(Signature, Name & Title)  
(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

- 1.
- 2.

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

## APPENDIX V

### Joint Bidding Agreement

(Refer Clause 2.11.3 (a) (vi) of the RFP)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20... (the “**Agreement**”)

#### AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

#### AND

2. .... Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. } \*

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

#### WHEREAS,

- A. The Pimpri Chinchwad Municipal Corporation, hereinafter referred to as “PCMC”) has invited Bids by its Request for Proposal No. .... dated ..... (the “**RFP**”) for qualifying and selecting bidders for managing water meter reading, generation & distribution of water bills and improving coverage of water connections (the “**Project**”);
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a joint bidding agreement and furnish a copy thereof with the Bid.

#### NOW IT IS HEREBY AGREED as follows:

##### 1. Definitions and Interpretations

\* The number of Parties will be shown here, as applicable.

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

## 2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

## 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall form Joint Venture as required by and in accordance with the Bidding Documents for performing all its obligations as the Operator in terms of the Agreement for the Project.

## 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

- a) Party of the First Part shall be the lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations of the Joint Venture shall become effective;
- b) {Party of the Second Part shall be \_\_\_\_\_.}

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Agreement and for the performance of the Operator’s obligations under the Agreement.

## 6. Shareholding in the Joint Venture

- (a) The Parties agree that the proportion of shareholding among the Parties in the Joint Venture shall be as follows:

First Party:

Second Party:

- (b) Subject to the terms of the Agreement, the lead Member shall during the term of the Agreement hold equity share capital not less than 51% (fifty one percent) of the subscribed, paid up and voting equity share capital of the Joint Venture; and
- (c) Subject to the terms of the Agreement, the Members whose financial and technical capacities has been utilized for the purposes of qualification and in the Bid shall for a period of 5 (five) years from the date of commercial operation of the Project hold equity share capital not less than 26% (twenty six percent) of the subscribed, paid up and voting equity share capital of the Joint Venture.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- b. such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- c. the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any applicable law presently in effect and having applicability to it;
  - iii. violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from

fulfilling its obligations under this Agreement;

- d. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- e. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

## **9. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of PCMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of

In the presence of:

- 1.
- 2.

Notes:

1. The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



**APPENDIX VI**

**Anti-Collusion Certificate**

(Refer Clause 2.11.3 (a) of the RFP)

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of ....., 2011

.....  
(Name of the Bidder)

.....  
(Signature of the Bidder / Authorised Person)

.....  
(Name of the Authorised Person)

**Appendix VII Annex-I**  
**Experience of the Bidder @**  
 (Refer to Clause 3.4.4 of the RFP)  
**[On the letter head of the Bidding Company/lead Member]**

Original or copy No:

Date:

| Bidder type <sup>#</sup> | Member Code <sup>£</sup> | Experience   |
|--------------------------|--------------------------|--|
|                          |                          | Name of the Eligible Project, nature of work and time period for execution of the Eligible Project |
| (1)                      |                          | (2)  |
| Bidding Company          |                          |  |
|                          |                          |  |
|                          |                          |  |
| Member of Consortium 1   |                          |  |
|                          |                          |  |
|                          |                          |  |
| Member of Consortium 2   |                          |  |
|                          |                          |  |
|                          |                          |  |

**Appendix VII Annex-I**

@ Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 3.4.4 and/or by a project company eligible under Clause 3.4.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest Financial Year, refer to Clause 3.4.

# A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Member of Consortium. In case of a Consortium, the row titled Single entity Bidder may be ignored.

£For Member code, see instruction 4 at Annex-II of this Appendix-VII.

**APPENDIX VII Annex II****Details of Eligible Projects**

(Refer to Clause 3.4.4 of the RFP)

**[On the letter head of the Bidding Company/Members of Consortium/]**

Original or copy No:

Date:

Project Code:

Member Code:

| Item (1)   | Refer Instruction (2) | Particulars of the Project (3) |
|--|-----------------------|--------------------------------|
| Title & nature of the project                                  |                       |                                |
| Entity for which the project was developed                     | 5                     |                                |
| Location   |                       |                                |
| Description of Project Work                                    | 8                     |                                |
| Date of commencement of project                                | 9                     |                                |
| Date of completion   | 10                    |                                |
| Equity shareholding (with period during which equity was held) | 11                    |                                |

**Instructions:**

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidders should also refer to the instructions below.
2. For a Bidding Company, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium, then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member code shall indicate NA for Not Applicable in case the Bidder is a Bidding Company. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.
5. Particulars such as name, address and contact details of owner/authority/agency (i.e. grantor, counter party, etc.) should be provided.
8. Details regarding the different activities that was performed for the eligible projects.
9. The date of commissioning of the project should be indicated.
10. The date of completion of the project should be indicated.

11. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given (Refer Clause 3.4.4).
12. Experience for any activity relating to an Eligible Project shall not be claimed by 2 (two) or more Members. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
13. Certificate from the client or the Bidder's statutory auditor<sup>\$</sup> must be furnished as per format below for each Eligible Project in addition to the certificate from the client. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidding Company/Member may provide the requisite certification.
14. Certificate from the statutory auditor regarding Eligible Projects shall be in the following format.

**Certificate from the statutory auditor regarding Eligible Projects<sup>\$</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidding Company/Member) is/was an equity shareholder in ..... (title of the project company) and holds/held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)<sup>¥</sup>. The project was commissioned on ..... (date of commissioning of the project), had \_\_\_\_\_ number of consumers per billing cycle and completed on ..... (date of completion of the project).

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorised Signatory)

Date:

14. Certificate from the Government Instrumentality/Statutory Authority regarding infrastructure experience works shall be in the following format.

<sup>\$</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

<sup>¥</sup> In this case the project is owned by the Bidding company, this language may be suitably modified to read: "It is certified that ..... (Name of the Bidder) developed and/ or owned the ..... (Name of the project) from ..... (Date) to ..... (Date)."

**Certificate from the Government Instrumentality/Statutory Authority regarding experience works**

This is to certify that ..... (name of the Bidding Company/Member) has executed/is executing ..... (name of project) for ..... (name of the Project Owner).

The project has commenced on ..... (date) had \_\_\_\_\_ number of consumers per billing cycle and the construction of the project ended on ..... (date). We are satisfied by the work undertaken by the Bidder/Member.

.....

15. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

**Annexure 1: FINANCIAL PROPOSAL FORMAT**

| <b>Item No.</b> | <b>Description</b>                      | <b>Amount in Indian Rupees</b>  |
|-----------------|---|---|
| A               | Service charges per water bill (in Rs.) |   |
| B               | Total Cost                              | $B = (A \times 118180 \times 4) + (A \times 13894 \times 12)$ <p>Where number of quarterly billed consumers are 1,18,180 and number of monthly billed consumers are 13,894.</p> |

**Note:**

1. The above quote is to be submitted only through the online eTendering system.
2. The above quote is inclusive of all taxes including service tax. Service tax shall not be paid extra at prevailing rates.
3. All other expenditure required to undertake the assignment shall be borne by the Operator.
4. The financial evaluation/ L1 quotation evaluation/Least Cost Quote evaluation shall be based only on the total cost of the Financial Proposal. Under no circumstances the individual components of the financial quote be awarded to two different operator.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
6. The Financial Proposal shall be for the period of work i.e 12 months from the date of Commercial Operation Date (COD) and payment shall be made at the end of each billing cycle.

## **PART 2 – AGREEMENT**

**October 2015**

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The Agreement is mutually agreed and entered into on this \_\_\_\_ day of \_\_\_\_ (month), Two thousand and \_\_\_\_\_ at Pimpri.

BETWEEN

Pimpri Chinchwad Municipal Corporation (hereinafter referred as “Corporation”), having its principal office at Pimpri Chinchwad Municipal Corporation main building, Pune Mumbai Road, Pimpri - 411018 and represented by Shri \_\_\_\_\_, the Joint City Engineer, Water Supply for the city of Pimpri Chinchwad Municipal Corporation (hereinafter called the “Joint City Engineer” in which expression are included unless such inclusion is inconsistent with the context, his successor or successors for the time being holding the office of the Joint City Engineer and in view of the powers delegated to the Joint City Engineer by the Commissioner vide his Order no. / Admin/I/ws/730/92 dated 25.08.92, of ONE PART,

AND

\_\_\_\_\_, a company<sup>1</sup> incorporated under provisions of the (Indian) Companies Act, 1956, having its Registered office at \_\_\_\_\_, hereinafter referred to as “Operator” which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

---

<sup>1</sup> In case of a Consortium, the Lead member would be required to sign the Agreement.

WHEREAS

1. Pimpri Chinchwad Municipal Corporation (PCMC) is responsible for providing municipal and civic services, which includes production, treatment, supply of water supply and metering, billing and collection of water charges from the consumers in the Pimpri Chinchwad Municipal Corporation jurisdiction;
2. PCMC is desirous of improving the frequency of meter reading, billing and collection of charges of bills. For meeting the aforesaid objective PCMC plans a robust system through private sector participation;
3. For this purpose PCMC had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Operator for implementing the Project.
4. PCMC, after evaluating the aforesaid Proposals accepted the Proposal submitted by the Operator \_\_\_\_\_ and issued Letter of Award vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ to the Operator for implementing the Project.
5. In accordance with the terms of the proposal submitted by the Bidding Consortium, the Consortium has caused the Operator to be incorporated as a Project Company in India as per (Indian) Companies Act 1956, to implement the Project and PCMC has agreed to grant to the Operator the Operation and Maintenance rights (as hereinafter defined).
6. The Parties hereto are required to enter into the Agreement being these presents to record the terms, conditions and covenants of the Agreement.

NOW THIS AGREEMENT witness as follows:

## **1 Definitions and Interpretation**

### **1.1 Definitions**

1. **Affected Party:** shall mean the party claiming to be affected by a Force Majeure event in accordance with clause 11.
2. **Agreement:** shall mean this Agreement and including schedules hereto.
3. **Applicable Law:** shall mean all laws in force and effect as of date hereof and which may be publicized or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/ Operator.
4. **Applicable permits:** shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Operator under applicable law, in connection with the project during the subsistence of this Agreement.
5. **Arbitration Act:** shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
6. **Authority:** Means any agency, legislative, judicial or executive authority, public or statutory person, whether autonomous or not, of the GoI (Government of India) or GoM (Government of Maharashtra) or any local authority including the PCMC, its division or any other sub-division or instrumentality or any thereof.
7. **Billing Cycle:** shall be as per the clause 6.2.2 (10).

8. **Commencement Date:** shall mean the date of signing of this Agreement or date of issue of work order whichever is later.
9. **COD:** shall mean the Commercial Operations Date of the Project which shall be the date on which the Project Officer has issued the Readiness Certificate.
10. **Commissioning Period:** shall mean the period from the Commencement Date and ending on the COD. The Commissioning Period shall be for a duration of 6 (six) months.
11. **Consortium:** shall mean the consortium consisting of <<enter consortium partner's/partners' name>> forming/acting pursuant to the Joint Deed Agreement dated <<enter the date of JDA of Consortium>> entered into by them, for the purpose of submitting their proposal for undertaking the project through <<enter the Project Company name here>>, a Project Company formed and incorporated by them in India.
12. **DIT:** shall mean Department of Information & Technology of Pimpri Chinchwad Municipal Corporation.
13. **District Metering Area (DMA):** shall mean an area having those water connections which are served from a particular storage reservoir.
14. **Emergency:** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the project or which poses an immediate threat of material damage to any of the project facilities.
15. **Encumbrance:** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges.
16. **Good Industry Practice:** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.
17. **Government Agency:** shall mean Government of India (GoI), Government of Maharashtra (GoM), Pimpri Chinchwad Municipal Corporation or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the Operator, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement.
18. **Lead Member:** In case the Operator is a Bidding Consortium, the Lead Member (LM) shall be that Consortium Member vested with the prime responsibility of undertaking the Project. The Lead Member shall necessarily make the maximum equity contribution in the Project Company, and this equity contribution shall not be less than 51 %.
19. **Letter of Award:** shall mean the letter issued by PCMC to the successful bidder.
20. **Material Adverse Effect:** shall mean a material adverse effect on

- i. The ability of the Operator to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
  - ii. The legality/validity, binding nature or enforceability of this Agreement
21. **Material Breach:** shall mean a breach by either party of any of its obligations under this Agreement, which has or is likely to have a material adverse effect on the project and which such party shall have failed to cure.
22. **Meter Reading and Consumer Billing Period** shall mean the period after COD from which the Operator shall undertake water meter reading, generation of bills, distribution of bills and collection of revenues from the consumers.
23. **Operation Fee** shall mean the amount quoted by the Bidder in the Commercial Proposal for the first year of the Operation Period after Commercial Operation Date (COD) for the purpose of undertaking the scope of work in Clause 1.3 of RFP. The Operation Fee shall be inclusive of all taxes and duties but excluding only the service tax.
24. **Operation Period:** shall mean a period of 5 (five) years.
25. **Operator:** means \_\_\_\_\_, a company having its registered office in Pune who has been appointed as “Operator” by Pimpri Chinchwad Municipal Corporation for the Project, includes the Operator’s personnel, representatives, successors and permitted assignees.
26. **Parties:** means the parties to the Agreement and “party” means one of them, as the context may admit or require.
27. **Performance Security:** means the deposit provided by the Operator as a guarantee for the performance of its obligations and is in accordance with clause 6.1.1.
28. **Performance Parameters:** shall mean the parameters as set forth in 8.1
29. **Person:** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, unincorporated organisation, government or government agency or any other legal entity.
30. **Project:** shall mean water meter reading, bill generation and distribution, assistance in resolution of water meter and billing related issues, creation of authentic and accurate water supply consumers database of PCMC, identification and regularization of water connections, procurement of satellite image, setting up testing bench and bear all costs associated with the above listed activities during the Operation Period.
31. **Project Company:** means a company implementing this Project. In case the Operator is a Bidding Consortium, the Lead member and the Technical Member shall hold an equity stake of not less than 51% and 26% respectively in the Project Company.
32. **Project Officer:** shall mean a dedicated team of PCMC officials comprising respective officials of the Zone for the Project Area, who will be headed by the head of the department of water supply who are competent to act as Project Officer for supervision and monitoring of compliance, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the work specifications.
33. **Project Area** shall mean all the areas within the jurisdiction of PCMC

34. **Project Facilities:** shall mean the office space, furniture, computers, electricity connection and any other facility/ assets provided by PCMC for operation and maintenance of the Project.
35. **Readiness Certificate:** shall mean the certificate issued by the Project Officer certifying inter alia, that the Operator has accomplished the obligations as part of the Commissioning Period.
36. **Sub Contractor:** shall mean any person with whom the Operator has entered into/may enter into any material contract for this project.
37. **Tax:** shall mean and include all taxes, fees, cesses, levies that may be payable by the Operator under the Applicable Law.
38. **Technical Member:** In case the Operator is a Bidding Consortium, the Technical Member would be the Consortium Member who has been evaluated for Technical Capability and who would make an equity contribution of at least 26% in the Project Company.
39. **Termination:** shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement.
40. **Termination Date:** shall mean the date specified on the termination notice as the date on which the termination occurs.
41. **Termination Notice:** shall mean the notice of intended termination by the party entitled to terminate this Agreement to the other party setting out, inter alia, the underlying event of default.

## **1.2 Interpretations**

In this Agreement, unless the context otherwise requires

1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transaction entered into herein under;
2. References to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, associations, organisations or other entities (whether or not having a separate legal entity);
4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
5. The words “include” and “including” are to be construed without limitation;
6. Any reference to day, month or year shall mean a reference to a Gregorian calendar day, calendar month or calendar year respectively;
7. The schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
8. Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other

document as amended, varied, supplemented, modified or suspended at the time of such reference;

9. Reference to recitals, clause(s), sub-clause(s), or schedule(s) in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clause(s), sub-clause(s), and schedule(s) of or to this Agreement;
10. Any Agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any other party or by Project Officer shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such party or Project Officer in his behalf and not otherwise;
11. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days and dates.

## **2 The Agreement**

### **2.1 Commencement Date**

The Commencement Date shall be the date of signing of this Agreement.

### **2.2 Grant of Right**

Subject to and in accordance with the terms and conditions and covenants set forth in this Agreement, PCMC hereby grants and authorises the Operator to undertake the scope of work and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement.

### **2.3 Acceptance of Agreement**

In consideration of the rights, privileges and benefits conferred upon the Operator, and other good and valuable consideration expressed herein, the Operator hereby accepts the Agreement and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

### **2.4 Start of Operations**

The Operator shall commence the operation in the entire Project area within 15 (fifteen) days from the Commencement Date, subject to the satisfaction or waiver of the Conditions Precedent contained in this Agreement.

### **2.5 Operation Period**

The rights hereby granted is for a period of 5 (five) years commencing from the Commercial Operation Date and ending on the expiry date during which the Operator is authorised to operate and maintain the Project Facilities at the Project Area in accordance with the provisions hereof. Provided that in the event of termination, the Operation Period shall mean and be limited to the period commencing from the Commercial Operation Date (COD) and ending with the termination date.

### **2.6 Extension of Operation Period**

The Operation Period may be extended at the existing agreement rate till the appointment & issue of Readiness Certificate to the new operator by PCMC.

## **2.7 Exclusivity of the Agreement**

The Operator shall be the sole and exclusive person entitled to undertake the Project in the Project Area in line with the scope of work assigned to the Operator in this Agreement and PCMC agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by PCMC during the Operation Period.

## **3 Conditions Precedent**

### **3.1 Responsibilities of the Operator**

The Operator shall fulfill the following conditions precedent within 30 (thirty) days from the Commencement Date:

- a. The Operator shall have executed and delivered a Performance Security in favour of PCMC for a value of 2% of the value of contract for the 1<sup>st</sup> Year in the form of Fixed Deposit Receipt (FDR) from a nationalised bank/ scheduled bank.
- b. The Operator shall appoint a project manager with experience in managing water meter reading, billing and collection from consumers. The Operator shall provide resume of the project manager to PCMC. The project manager shall prepare a project plan entailing the details to execute the scope of work in the Project. The project manager shall also submit the methodology for carrying out survey of water connections along with the survey format and obtain approval from the Project Officer of PCMC.
- c. The Operator shall provide to PCMC the details of the staff employed for the Project. With that reference the Operator shall provide pan card, identity card of employee to PCMC.
- d. The Operator shall provide resume of staff who shall be deployed at the head office and Zone offices for managing the database on computer. It shall be the responsibility of the Operator to provide skilled and trained staff.
- e. The Operator shall have received the applicable permits and clearances from concerned authorities under relevant laws applicable.
- f. The Operator shall provide their own computers / laptops with internet connectivity at each Zone office and at the head office or at Thergaon office of PCMC to their employees designated for maintaining the database and for generation of water bills.

### **3.2 Responsibilities of PCMC**

PCMC shall fulfill the following conditions precedent within 30 (thirty) days from the Commencement Date:

- a. PCMC shall provide support to the Operator in obtaining timely approvals, permissions and authorisations for performance of obligations for the project.
- b. Submit copies of the council resolution authorising PCMC to execute the Agreement.
- c. PCMC shall provide the Operator with the records (electronic copy/ hard copy) of water supply connections, metered and un-metered connections, billing format, arrears to be recovered from consumers, necessary bylaws with respect to water metering reading and distribution of bills and notices to consumer.
- d. PCMC shall provide furnished office space at each Zone office for two operators, at the head office and at thergaon water tank premises (calibration & water meter repair centre) with

electricity connection to the Operator during the Operation Period for managing the scope of work described in section 1.3 of RFP.

### **3.3 Cost of satisfying the conditions precedent**

The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

### **3.4 Non- fulfilment of the Conditions Precedent**

- a. In case of non-fulfilment of the Conditions Precedent attributable to reasons beyond the control of the Operator or PCMC, the period for satisfaction of Conditions Precedent may be extended by mutual consent of the Operator and PCMC.
- b. If any of the conditions precedent contemplated in clauses 3.1 and 3.2 has not been satisfied in full or has not been waived, within the time stipulated or such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by 30 (thirty) days notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
- c. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in clause 3.1 except set forth in clause 3.1(b), the Operator shall not be compensated in any manner whatsoever and the Performance Security shall be forfeited and encashed.
- d. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in clause 3.2 and clause 3.1 (b), then PCMC shall release the Performance Security.

## **4 Handover of existing Project Facilities**

### **4.1 Handover of existing Project Facilities**

- a. Within 30 (thirty) days from the Commencement date, PCMC shall handover the existing Project Facilities as per SCHEDULE A:
- b. Upon the Operator being granted access to the existing Project Facilities, the Operator shall have the right to enter the Project Facilities.

### **4.2 Rights, Title and Use of Project Facilities**

- a. The Operator shall have the right to the use of Project Facilities in accordance with the provisions of this Agreement and for this purpose; it may regulate the entry into or use of the same by third parties except PCMC.
- b. The Operator shall not part with or create any encumbrance on the whole or any part of the Project Facilities, save and except as set forth and permitted under this Agreement.
- c. The Operator shall not use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

Provided that such access or use shall not result in a material adverse effect and that PCMC in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at the cost and expenses of the Operator.



### **4.3 Peaceful Possession**

PCMC hereby warrants that the Operator shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the existing Project Facilities during the Operation Period. In the event the Operator is obstructed by any person claiming any right, title or interest in or over the Existing Project Facilities or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator being initiated by any person claiming to have any interest in/ charge on the existing Project Facilities or any part thereof, PCMC shall if called upon by the Operator, defend such claims and proceeding and also keep the Operator indemnified against any consequential loss or damages which the Operator may suffer, on account of any such claim of right, title, interest or charge.

Provided further, that to the extent such access and use allowed by the Operator affects the performance of any of its obligations hereunder, the Operator shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

## **5 Project Officer**

### **5.1 Project Officer**

- a. PCMC shall form a team of PCMC officials comprising officials of the Zone in the Project Area, who will be headed by the Executive Engineer Water Supply for the respective Zones who shall act as the Project Officer.
- b. The roles and responsibilities of the Project Officer shall include that set out in clause 5.2.

### **5.2 Role and responsibilities of work of the Project Officer**

The Project Officer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project facilities. The role of the Project Officer is to:

1. Review, monitor and where required by the Agreement, approve activities associated with the operation and maintenance of the Project to ensure compliance by the Operator with the commissioning and further operation and maintenance;
2. Ensure that the procedure is followed in accordance with the provisions of this Agreement
  - a. Shall issue a Readiness Certificate if he/she is satisfied about the fulfilment of the requirements under clause 6.2.1.
  - b. Designate tests on equipment and machinery, if needed;
  - c. Provide administration of the Agreement in full and in complete accordance with applicable laws;
  - d. Conduct a general inspection of the Project Facilities as and when required, to ascertain conformity to the Agreement;
  - e. Address issues relating to Operator disputes.
  - f. Compute payment for the work under this agreement. The payment for the work executed during the Commissioning Period will be computed & paid by the Project Officer (A & F Zone). Regular water billing cycle payment after obtaining Readiness Certificate shall be computed by the respective Zone Project Officer.

- g. The Project Officer shall provide the dedicated server for the newly developed water supply system of PCMC under this tender.
- h. The Project Officer shall, in the ordinary course, maintain a record of the activities; this would include records in respect of the following:
  - i. Manpower deployed and other organisational arrangements of the Operator;
  - ii. Reviews of documents submitted to it by the Operator to meet the commissioning requirements such as schedules, and reports;
  - iii. Inspections undertaken and notices/instructions issued to the Operator;
  - iv. Review of compliance with the commissioning requirements;
  - v. Payments;
  - vi. Force majeure events;
  - vii. Breaches and defaults by the parties.

## **6 Operator's obligations**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Operator shall have the following obligations:

### **6.1 Financial Obligations**

#### **6.1.1 Performance Security**

- a. The Performance Security shall be 5% of the value of the contract for the 1<sup>st</sup> Year.
- b. The Bid Security of Rs. 3,00,000/- (three lakh only) shall be converted into performance security.
- c. Further, the Operator shall, for due and punctual performance of its obligations hereunder relating to the project, deliver to PCMC, simultaneously with the execution of this Agreement, a Fixed Deposit Receipt (FDR) from a nationalised bank/ scheduled bank acceptable to PCMC, for a value of 2% of the value of contract for the 1<sup>st</sup> Year. The Performance Security shall be kept valid for the Operation Period or any such extended Period.
- d. The balance amount of performance security shall be recovered in equal instalment from regular payment to the operator during the 1<sup>st</sup> Year.
- e. Provided that if the Agreement is terminated due to any event other than a Operator event of default, the Performance Security if subsisting as of the termination date shall, subject to PCMC's right to receive amounts, if any, due from the Operator under this Agreement, be duly discharged and released to the Operator.
- f. The Operator shall keep the Performance Security replenished at all times at a level as specified in sub clause (a) above. Such replenishment may be required if the PCMC has withdrawn/ deducted from the Performance Security owing to a default/ reimbursement of expenses which was initially borne by PCMC and the replenishment shall have to be done by the Operator within 5 working days of the withdrawal by PCMC from the Performance Security. Failure to do so on part of the Operator shall result in an event of default by the Operator.

## **6.2 Operational Obligations**

### **6.2.1 Project Implementation: Commissioning Period**

- a. Develop web based software application and mobile based application as per SRS and test the software performance for minimum 2000 consumers regarding meter reading, on spot bill generation and collection. And generate performance report for 2000 consumers from the system.
- b. Import data from old system to the newly developed software system.
- c. Successfully complete meter reading with consumer ID and meter photo for 90% of the consumers billed in the last water meter billing cycle both for residential and commercial consumers. Upload the information on the newly developed software system for verification. Meter reading activity shall be completed for the commercial consumers in one month and for residential consumer in three months. The operator shall declare its readiness for meter reading to the PCMC department for commercial & residential consumers meter activity for performance monitoring.
- d. The Operator shall submit the information in the above sub-clause i.e. a & c for approval to PCMC and obtain Readiness Certificate from the Project Officer.

### **6.2.2 Project implementation: Meter Reading and Consumer Billing Period**

PCMC at COD shall handover all Zones to the Operator for undertaking meter reading, spot billing and revenue collection after satisfactory performance of the Operator during Commissioning Period.

In the event, the performance of the Operator is not satisfactory PCMC may terminate the Agreement and the Performance Security shall be forfeited.

The Operator shall during the Meter Reading and Consumer Billing Period shall perform the following tasks:

1. Bear all cost for undertaking the Project.
2. Operate and maintain the Project Facilities in accordance with the terms and conditions of this Agreement.
3. Group the water connections in the Project Area into sub-groups i.e. as per the Zones. Also, group the connections PCMC has created the District Metering Areas (DMAs)/ water zones, then re-group the water connections as per the DMAs for allotting the process of taking water meter readings.
4. Geo code (latitude and longitude) each of the metered connection with 5-10 mtr accuracy and publish on satellite image as per the individual Zone and DMA/water zones.
5. The operator shall procure & handover to the Department of Information & Technology PCMC, the image for tagging. The specification of the satellite image is indicated below.
  - Resolution – 0.31 meter stereo image from Worldview-3 satellite with image viewing & editing tool.
  - Datum – WGS 84
  - Projection of Image Outputs - UTM
  - Features – Georeferenced image with digital elevation model and orthorectification
  - Satellite Image Area – Pimpri Chinchwad city of area 184 Sq. Km
6. Develop web based water supply connection, billing and collection management software and android based mobile software for managing all the process from providing water connection, to on spot billing, to collection, to billing audit, to reconciliation of consumer accounts and

integration of application with the existing ERP of PCMC. The application shall be developed on the open source platform and should be compatible with ERP system of PCMC. The operator shall also be responsible for the integration and upgradation of the software with other web and mobile based payment gateways as specified by PCMC. The indicative list of the process to be developed in the application software is indicated below.

- Android App to Capture readings, meter pictures, on spot bill generation
- Payment processing through ewallet
- Consumer's online history & bill generation
- Online Payment System
- SMS Alerts
- Data Auditing
- Dashboards for JEs/DEs & Department of Information & Technology
- Meter Management System (With Inventory Management System)
- Complaint Management
- Bill Correction
- Integration with handheld devises for on-spot billing
- Consumer Registration
- Reporting of Actionable Consumers (Unauthorized, Non-Metered) with Ageing Analysis
- Instrumentation Reporting & Analysis
- O & M Cost Analysis
- NRW Analysis
- Audit Trail of all transaction
- Map based water zones with plotted consumers
- Integration with SLB & SCADA
- Employee Performance Measurement
- Ward-wise Demand/Recovery Reports
- Ward-wise Adhoc Report management system
- Bill distribution on emails
- Android based Consumer Satisfaction (CSAT) surveys and develop analytics to analyse the survey.

The system requirement specification (SRS) shall be made by the Operator and approved from the Water Supply deptt. and Department of Information & Technology before the development of application software. The complete list of process shall be finalized at the SRS approval stage. The operator shall get the software tested by the CERT empaneled agency at its own cost before handing over the same to PCMC.

7. Establish System for On-spot Billing:
  - a. The operator shall provide equipments and devises for on-spot billing for all water supply consumers. The specification of the devises are
    - Mobile Device
      - Processor: 1.2 Ghz, Quad Core
      - RAM: 1GB
      - Storage: 8 GB
      - Camera: 5 MP
      - GPS: Enabled
    - Card Reader – Compatible with the payment gateway of PCMC and shall be able to read both magnetic and chip based credit and debit cards.
    - Handheld Printer
      - Width of Page: 3- 3.5 inch
      - Compatibility: Android Devices

- Script Support: English and Marathi
  - Connectivity: Bluetooth/ USB
- b. The operator shall be responsible providing these devices, its maintenance and provide manpower for visiting consumer premises for carrying out the scope within the stipulated time as per billing cycle.
  - c. The consumer shall receive the water bill at the incidence of meter reading and the consumer may make the payment for the water bill through card or cheque at the incidence of delivery of water bill and receive the receipt of payment. The on spot bill to consumer shall not contain photos of water meter reading.
  - d. The confirmation of consumer bill amount & payments notification shall be conveyed through PCMC SMS gateway.
  - e. All the water bills shall be printed with the barcode. The operator will be allowed to print the advertisement on the back side of the water bill. The content of the advertisement shall be approved by the Sky Sign & Licenses Department of PCMC.
8. The operator is required to provide adequate number of android based tablets/phones with cameras (5 MP), GPS enabled and internet connection (3G) for taking meter reading with photograph and upload the same to PCMC's server for billing.
  9. The manpower and equipment shall be provided by the Operator to undertake the scope of work.
  10. For individual residential consumers the billing cycle shall be every third month (four times in a year) and for chawls, commercial and society consumers the billing cycle shall be every month (twelve times in a year).
  11. The operator shall carry out android mobile based Consumer Satisfaction Survey every quarterly billing cycle from a distributed sample of 3000 connections as decided by water supply department while undertaking the on-spot billing.
  12. Deploy adequate resources including manpower and equipment to undertake the following tasks:
    - b. Collect and update consumer information for each sub-group including name, address, consumer number, phone number, property tax number, water meter number, size of the water connection, number of users and other relevant consumer information.
    - c. Identification of unauthorized & non-metered connections along with updation of consumer information in PCMC's system and provide such list to the respective zonal executive engineer.
    - d. Record the water meter reading manually and also take a photographic image of the water meter clearly showing the water meter number and the water meter reading along with date.
    - e. Input the consumer information including the water meter readings and the image of the water meter in the accounting/ recording system maintained by the PCMC.
    - f. Generate a bill in the system and store it in the PDF format for each billing cycle in the web based system for future audit.
    - g. Carry out on spot billing and the collection of billed amount if the consumer is willing to pay through card (credit/debit card) and cheque. The operator shall provide the daily collection report through the system and submit the cheques at the PCMC's counter. The operator shall also do payment reconciliation of consumer accounts through all modes payment in the water billing software system.
  13. Onsite Services to Consumers

- a. Installing new Meter, testing of faulty meter, repair, calibration and replacement of meter
  - i. The web based software system shall have complete workflow defines for new water connection, meter installation, meter testing, meter repair and meter replacement.
  - ii. The operator shall maintain the stock of water meter and its details be provided in the inventory management system (web based application software). The operator shall keep the minimum stock of ½ inch meter – 20 nos, ¾ inch meter – 5 nos and for 1 inch meter -03 nos. For 1 ½ , 2 and >2 inch water meter, the operator shall make it available within one month from the date of written request by PCMC/consumer. The water meter stock maintained shall be from Itron, Zenner, Baylan, Arad companies or any other company approved by PCMC. Water Supply department of PCMC shall declare the rate of water meter bi annually for new procurement of stock. The allocation of meter to the consumer shall be at the rate decided by PCMC from time to time and through the inventory module of system in First In First Out (FIFO) basis.
  - iii. The operator shall provide onsite consumer service regarding new meter installation, meter replacement, meter testing, calibration and meter repair. These shall include all activities of going to consumer premises; new installation of meter; removal of meter; testing, repair of the removed meter at the thergaon or other approved locations of PCMC; revisiting consumer premises for reinstallation of repaired or tested or new meter; provide the receipt of charges from on spot billing system to the consumer along with the old and new meter reading; enter old and new meter reading for billing; collect the service charges directly from consumers at the rate declared by Water Supply Department of PCMC and create the complete record in the web based software application of the service provided.
  - iv. The operator shall provide licensed plumber and other support staff for effectively managing the onsite service to consumer regarding new water meter, meter calibration, testing and repair.
  - v. The operator shall provide free replacement of meters in case the meter malfunctions within the warranty period. The operator shall not collect any charges from consumers for meter replacement, repair, calibration and reinstallation if the meter is within the warranty period.

#### 14. Complaint Management

- a. Develop call center for addressing the consumer complaints regarding water billing and water meter. The operator shall deploy two persons per Zone for managing the complaints. All equipments required for the implementation of call centre and its maintenance during the contract period shall be the responsibility of the operator. The software system developed by the operator shall have complete workflow from complaint registration to resolution to record for audit.
- b. Record all consumer complaints in the web based water supply system related to water meters and water billing including but not limited to faulty recording of water meter reading, non-receipt of water bills, faulty meters and manage its complete work flow other consumer complaints and provide a proof to PCMC against such consumer complaints.

- c. Assist the zonal water supply department in resolving issues related to water meter, billing, and collection and report its status through the web based complaint management system to all concerned.
  - d. Provide manpower of two persons at each Zone for receiving consumer complaints regarding water billing and water meter.
15. Calibration and meter repair centre
- a. Operator shall setup calibration and meter repair centre at its own cost.
  - b. The centre shall have minimum two test bench (ITRON or standardized testing bench) for testing upto 1 inch water meter and shall have minimum 5000 litre water tank.
  - c. The complete cost of equipments, its installation, maintenance including maintaining spares and manpower for operation of the centre shall be borne by the operator.
  - d. PCMC shall provide space for the installation of equipments and furnished office space for the operations of the centre at thergaon water tank premises. The cost of the office space shall be borne by PCMC's water supply department.
  - e. At the end of the contract period, the operator shall handover the centre along with the equipments to the PCMC's water supply department excluding spares and movable assets.
16. Providing sealing on water meter at the cost of the consumers. Inspect the sealing of all the water meter and seal the water meter incase already not there at the rate declared by Water Supply Department and reporting tampering issues to the zonal executive engineer.
17. Recording operating status of the water meter into the system maintained by PCMC and intimate PCMC about faulty meters.
18. Identify the non-metered connection including the stolen meters and inform (signed notice or letter to be given by PCMC) the consumer about the process of getting the connection metered. Submit the details of such consumers along with their acknowledgement for getting the connection metered to the PCMC and input these details into the PCMC system.
19. All the software developed by the operator for water services management system shall be handed over to PCMC with source code at the deployment stage and the final software system with source code at the last billing cycle incidence of the contract period.
20. Operator shall be responsible for serving notice during the billing cycle related to water connection to consumers on behalf of PCMC.
21. The operator shall provide computers/laptops, printers, stationary and internet connection to its staff for managing the work. PCMC shall only provide the office space.
22. Operator shall collect all fees and charges for providing the services related to water meter directly from the consumer at the rate decided by Water Supply Department, PCMC and shall provide consumer with system generated receipt.
23. In the event that the Operator has failed to operate and maintain the Project Facilities and such failure has not been remedied despite a notice to that effect issued by the Project Officer or PCMC ("Notice to remedy"), PCMC may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the Operator. The Operator shall without demur pay on demand 125 % of the costs incurred by PCMC on account of such repair and maintenance within 7 (seven) working days of receipt of PCMC claim thereof. Failure to pay shall entitle PCMC to recover such costs from any dues payable by PCMC to the Operator and/ or from the performance guarantee provided by the Operator.

24. Be responsible for the conduct of the staff employed for this Project while on duty.
25. Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the project, to interact with the Project Officer/ PCMC and to be responsible for all necessary exchange of information required pursuant to this Agreement.
26. The Operator shall meet every 30 (thirty) days with the respective Zone offices to ensure that the Project management is of desired quality. The minutes of the meeting of such meetings shall be prepared by the respective Zone offices and circulated to the head of the water supply department and the Operator to act upon.
27. In the event the meter reader staff of the Operator or any other staff of the Operator is underreporting the water meter reading of the consumer or is known to have entered into corrupt practices, then the Operator shall immediately terminate such staff/employee from this Project. PCMC shall have the right to undertake inspection of such cases on its own or through its appointed representatives. In the event if PCMC identifies such malpractices then it shall have the right to terminate this Agreement.
28. Suspend forthwith the whole or part of the operations upon receiving a written notice from the Project Officer who may require the Operator to suspend the activities in whole or part if in the reasonable opinion of the Project Officer; the operations are being carried on in a manner that is not in conformity with the terms and conditions of this Agreement.
29. The Operator shall be deemed to be in material breach if the Project Officer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Operator:
  - a. There has been a failure/undue delay in carrying out activities with respect to meter reading, database management, generation and distribution of bills as per the terms and conditions of this Agreement.
  - b. There has been a serious and persistent letup in adhering to the requirements and thereby the project facilities or any part thereof is not safe for operations.
  - c. There has been a persistent breach of terms and conditions of this Agreement. For avoidance of doubt, persistent breach shall mean:
    - i. Any breach by the Operator which has not been remedied by the Operator, as required under the provisions of this Agreement despite a notice to remedy in respect thereof issued by the Project Officer / PCMC, and/or
    - ii. Recurrence of a breach by the Operator, during the pendency of notice to remedy by the Project Officer / PCMC requiring the Operator to remedy a breach, and/or
    - iii. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to notice to remedy or otherwise.
    - iv. Upon occurrence of a material breach, PCMC shall, without prejudice to and notwithstanding any other consequences provided thereof under this Agreement, depending upon the nature of obligation in respect of which a material breach has occurred, be entitled to both levy a penalty and thereafter terminate this Agreement if the breach is serious in nature.



### **6.2.3 *Applicable Permits***

The Operator shall in respect of the Project, procure the Applicable Permits and be in compliance thereof at all times during the Operation Period.

### **6.2.4 *Expiry of the Agreement***

Upon expiry of this Agreement, the Operator shall hand back the Project Facilities to PCMC, including any improvements made thereon. PCMC may provide an extension in the contract period for the maximum period one year at the prevailing rate as per this agreement if PCMC deems it necessary for the proper handback of the project.

### **6.2.5 *Environmental compliance***

The Operator shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the operation and maintenance thereof shall conform with the laws pertaining to the environment, health, safety aspects.

## **6.3 *General obligations***

The Operator shall at its own cost and expense:

- a. Investigate, study, operate and maintain the Project
- b. Obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all the times during the Operation Period;
- c. Shall indemnify PCMC in respect of any claims made against it (PCMC) in relation to the use of licences, permits, and/or any intellectual property, used/required for the Project.
- d. Procure and maintain in full force and effect, as necessary appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project.
- e. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies PCMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall PCMC be treated as employer in this regard.
- f. Be responsible for all the health, security, environment and safety aspects of the Project at all times during the Operation Period.
- g. Shall at all times obtain and maintain necessary insurance, workmen compensation insurance policies throughout the Operation Period for the other employees deployed for this Project.
- h. Upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of PCMC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- i. Pay all taxes, duties, outgoings, including utility charges relating to the Project.
- j. Establish a standard protocol for addressing complaints from persons in the Project Area to the satisfaction of the Project Officer.

#### **6.4 Shareholding**

The Operator shall ensure that:

- a. The Lead Member shall necessarily make the maximum equity contribution in the Project Company, and this equity contribution shall not be less than 51% of the total equity in the Project Company, which shall not be diluted till the end of the Operation Period.
- b. The Technical Member shall necessarily make equity contribution in the Project Company, and this equity contribution shall not be less than 26% of the total equity and the Member so evaluated would have to hold at least 26% in the Project Company, which shall not be diluted till the end of the Operation Period.

#### **6.5 Accidents:**

- a. It shall be the Operator's responsibility to protect against accidents on the works. He shall indemnify PCMC against any claim for damage or injury to persons or property resulting from and in the course of work and also under the provision of the Acts mentioned herein below.

On the occurrence of an accident arising out of works which results in death or which is so serious as to be likely to result in death the Operator shall within 24 hours of such accident, report in writing to the Project Officer, the fact stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accounts on the works involving injuries to person or damages to property other than that of the Operator shall be promptly reported to the Project Officer, stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. The Operator shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequences of the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The Operator shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,

- a. Payment of Wages Act, 1936
- b. Minimum Wages Act, 1948
- c. Employers Liability Act, 1938
- d. The Workmen's Compensation Act, 1923
- e. Industrial Dispute Act, 1947
- f. Indian Factories Act, 1948
- g. Maternity Benefit Act, 1961
- h. Any other law applicable

Or any modifications thereof and the rules made thereunder from time to time or as a consequence or any accident or injury to any workman, whether in the employment of the Operator or not, save and except where such accident or injury and against all sum or sums which may with the consent of the Operator be paid to compromise or compound any such claims without limiting its obligations and liabilities as above provided. The Operator shall insure against all claims damages or compensation payable under the various Acts mentioned above or any modifications thereof or any other law relating thereto.

In the event of an accident in respect of which compensation may become payable under any Act as referred in the sub-clause (a) or any other act including all modifications thereof whether such compensation may become payable by the Operator or by PCMC, PCMC shall retain whole or part of the payment due and payable to the Operator such sum or sums of money as may in the opinion of PCMC sufficient to meet such liability, on receipt of award from the Labour Commissioner in regards to the quantum of compensation the difference in amount will be adjusted.

#### **6.6 No breach of obligations**

The Operator shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure event, subject to clause 11
- b. PCMC's event of default
- c. Compliance with the instructions of the Project Officer /PCMC or the directions of any government agency other than instructions issued as a consequence of a breach by the Operator of any of its obligations hereunder.
- d. Closure of the Project Facilities or part thereof with the approval of the Project Officer /PCMC.

## **7 PCMC's Obligations**

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, PCMC shall have the following obligations:

### **7.1 Specific obligations**

- a. PCMC shall subscribe to the Agreement within 45 (forty five) days of issue of the Letter of Award.
- b. PCMC shall grant in a timely manner all such approvals, permissions and authorisations which the Operator may require or is obliged to seek from PCMC under its Agreement, in connection with implementation of the Project and the performance of its obligations.
- c. Semi- annually declare the rate of the water meters for procurement by the operator.
- d. Annually declare the rate for meter repairment charges, meter callibration service charges and new connection service charges.
- e. PCMC shall provide office space, electricity connection and access to database of water supply billing to the data management operators of the Operator. It is hereby clarified that the Operator shall not use the database of consumer information provided by PCMC and updated and collected by the Operator during the course of the Project for any other commercial purpose; any act of this may lead to termination of the Agreement and PCMC shall forfeit the Performance Security of the Operator.

### **7.2 General Obligations**

PCMC shall

- a. Where appropriate provide necessary assistance to the Operator in securing Applicable Permits;
- b. Observe and comply with all its obligations set forth in this Agreement.

## **8 Performance evaluation**

### **8.1 Performance Parameters, Penalties and Incentives**

- a. The service quality level shall be ascertained through a Performance Parameter system detailed below.

**1. Distribution of water bills** – The Operator is expected to distribute water bills to the consumer in accordance with the clause 6.2.2. If the Operator fails to do so, then PCMC shall penalise the Operator as per below

*Number of bills not distributed to the consumers as per the schedule date x applicable Operation Fee x 2 (two)*

**2. Complaints** – Upon issuance of the bills to the consumer, if the consumer identifies error in the bill, this shall be treated as non-performance of the Operator and the Operator shall be penalise by PCMC as per below

*Number of complaints received on billing from consumers during the billing period x applicable Operation Fee x 2 (two)*

- b. Such performance evaluation shall be carried on for each Zone by the concerned Project Officer of PCMC. In case, the Operator has failed to meet the Performance Parameters, then PCMC shall levy penalties as stipulated in section 8.1a of this Agreement and shall deduct such amount from the payment to be made to the Operator. The Penalties shall be computed and levied from the COD.
- c. The Operator shall not be deemed to have provided deficient service, and therefore shall not be liable for any penalties or fines, if he is unable to perform his duties or is prevented from performing his duties, due to any force majeure event as mentioned in clause 11, or due to inaccessibility of Project Area due to reasons like road blockade, municipal construction works etc
  1. Provided that such reason(s) are brought to the notice of the Project Officer as soon as the Operator or any person authorised on his behalf becomes aware of the same.
  2. The Project Officer shall evaluate the reasons on a case to case basis and shall inform the Operator of his decision, as to whether he deems the reason fit to excuse the Operator from carrying on his duties in the inaccessible area till the time access is restored or he deems the reason unfit and hence the Operator shall be obligated to carry on his duties as usual.

## **9 Payments**

Subject to the provisions of this Agreement and in consideration of the Operator accepting and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, PCMC agrees and undertakes to pay the Operation Fee to the Operator at the rate of Rs. \_\_\_\_ (words) per bill generated and distributed to the consumer, subject to further calculations as per this clause and the Performance Evaluation.

### **9.1 Payment Computation**

- a. The payment to the Operator shall be made on a monthly basis.
- b. The payment to the Operator shall be made from the COD. The payment shall be made to the operator at the rate of 50% of the quoted amount per bill for the meter readings provided with consumer id during the Commissioning Period and subsequently from the next billing cycle at the accepted tender rate per bill.
- c. The payment to the Operator shall be subjected to deduction of any Penalties for non-compliance to the Performance Parameter as mentioned in section 8.1.
- d. The payment for the period starting from COD shall be at the rate applicable for 1<sup>st</sup> (first) year of operation as per the rates quoted in the Commercial Proposal.
- e. In situation where water meter reading is taken & the water bill is not generated due to unauthorised connection or non allocation of consumer ID by PCMC then the payment to the operator shall be 50% of the applicable rate per bill during the contract year.
- f. The subsequent year rates shall be escalated at 5 (five) percent per annum. The escalated rate means initial rate quoted in the Commercial Proposal of the RFP escalated by 5 (five) percent every year on the previous year Operation Fee;
- g. The computation of the payment shall be as per the formulae given below.

$$P = (O_{fn} \times W_b) - P_n + I$$

Where

| Abbreviation    | Description   | Unit        |
|-----------------|---|-------------|
| P               | Payment for a period of one month   | Rs          |
| O <sub>fn</sub> | Operation Fee as per the rate quoted in the Commercial Proposal   | Rs per bill |
| W <sub>b</sub>  | Total number of water bills distributed to the consumers during the month.<br><br><i>It is hereby clarified that only those bills shall be considered as billed to the consumer by the Operator for which the Operator has generated the bill in the system. Those water connection for which bills are not generated but reading is taken shall be paid at 50% rate.</i> | No.s        |
| P <sub>n</sub>  | Penalties as per clause 8.1 (a)   | Rs          |
| I               | Incentives  | Rs          |

O<sub>fn</sub> i.e. the Operation Fee rate applicable for a particular year shall be computed in the following manner as given in the table below.

| Meter Billing and Consumer Billing Period from COD | Operation Fee Rate (Rs)<br>(O <sub>fn</sub> , where n is Year 1,2,3,4,5) |
|--|--|
| Months 1 to 12                                     | O <sub>f1</sub> = ____ (accepted Commercial Proposal of the Operator)    |
| Months 13 to 24                                    | O <sub>f2</sub> = O <sub>f1</sub> x (1+5%)                               |
| Months 25 to 36                                    | O <sub>f3</sub> = O <sub>f2</sub> x (1+5%)                               |
| Months 37 to 48                                    | O <sub>f4</sub> = O <sub>f3</sub> x (1+5%)                               |
| Months 49 to 60                                    | O <sub>f5</sub> = O <sub>f4</sub> x (1+5%)                               |

**I** i.e. **incentives**, shall be computed as follows

$$I = I_1$$

where

I<sub>1</sub> shall be the incentive paid to the Operator, if the Operator distributes water bills to more than 90% of the registered water connections during a Billing Cycle. Every water bill distributed to the consumer above the 90% of the registered water consumers during a Billing Cycle shall be incentivised at the rate of 10% of the applicable Operation Fee. The computation of I<sub>2</sub> shall be as per the following

$$I_2 = O_{fn} \times 10\% \times [W_b - (TW_b \times 90\%)]$$

where TW<sub>b</sub> shall mean the total number of registered water connections as on the Billing Cycle date.

W<sub>b</sub> shall mean the total number of billed water connections in the billing cycle

## **9.2 Mechanism for payment**

- a. The Operator shall submit an invoice as per the SCHEDULE B: to the PCMC for release of payment.
- b. All payments to the Operator by PCMC shall be made by way of electronic clearance system (ECS) in the bank account of the Operator.
- c. The Project Officer also reserves the right to institute an independent audit of the records and the operations satisfy and on the said proof provided by the Operator.

## **10 Accounts and Auditing**

- a. The Operator is required to maintain separate and proper books of accounts for the Project as per the prevalent (Indian) Companies Act, 1956 and applicable provisions of the relevant acts, laws and rules in India.
- b. The Operator shall make arrangements for getting these books audited by an independent auditor annually within 60 (sixty) days of close of financial year.
- c. The Operator shall make available the audit report and the auditor's statement along with copies of the books for inspection by PCMC within 10 (ten) days of completion of such audit and the accounts audited should be as per the prevalent provisions of the Indian Companies Act, 1956.

## **11 Force Majeure**

### **11.1 Definition of Force Majeure**

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- a. the effect of any natural element or other Act of God, including, but not limited to any rain storm leading to flooding of the Project Area, lightning, earthquake, cyclone or other natural disaster;
- b. fire or explosion, each case not being due to (a) inherent defects of the equipment comprising the Project (b) the failure to operate the Project in accordance with prudent business practices or (c) circumstances within the reasonable control of the affected Party's contractors;
- c. act of war (whether declared or undeclared), sabotage, terrorism or act of public enemy, (including the acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockades, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- d. strikes, labour disruptions or any other industrial disturbances in Pimpri City as a whole and not specific to the Project which restrict the Operator from performing his duties;
- e. any governmental Agency's unreasonable delay, denial or refusal to grant or renew or any unreasonable revocation of any required permit, license, approval or authorisation, including

Governmental Authorisations, provided that such adverse governmental action or inaction did not result from the Operator's non compliance with any Applicable Law or any condition to the granting or maintenance of any such permit, license, approval or authorisation that was in effect on the date of signing this Agreement;

- f. the expropriation or compulsory acquisition by any Government Agency of (a) any shares in the Project Company if the result would be to acquire control of the subject Project Company or (b) any assets or rights of the Project Company.
- g. early termination of this Agreement by PCMC for reasons of national security or national emergency

## **11.2 Exclusions from Force Majeure**

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

- a. Unavailability, late delivery of equipment, materials, spare parts or consumables for the Project;
- b. A delay in the performance of any contractor or supplier
- c. Non-performance resulting from normal wear and tear typically experienced in a Project of this kind; and non-performance caused by, or connected with, the non-performing Party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.

## **11.3 Notification Obligations**

The Party claiming the Force Majeure shall inform the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstance and as soon as reasonable practicable shall submit to the other Party information supporting the claim for relief under this clause.

The Party claiming Force Majeure shall give notice to the other Party of the cessation of the relevant event or circumstance of Force Majeure and the cessation of the effects of such event or circumstance of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of its obligations under this Agreement as soon as practicable after becoming aware of such cessation.

## **11.4 Consequences of Force Majeure**

- a. Neither Party shall be responsible or liable for or deemed in breach thereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement solely due to one or more Force Majeure or its or their effects or by any combination thereof, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis; provided, however, that no relief shall be granted to the Party claiming Force Majeure pursuant to this clause to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure not occurred.
- b. Except as otherwise provided in this clause, any time period specified for the performance of any obligation hereunder by the affected Party shall be extended by a period equal to the duration of the Force Majeure event or circumstance provided that the affected Party shall not



be entitled to any such extension to the extent that such delay or failure to perform would have occurred, irrespective of the Force Majeure event or circumstance.

- c. Either Party shall have the right to terminate the Agreement in the event of pendency of the Force Majeure conditions for a consecutive period of 120 (one hundred and twenty) days.

## **12 Events of default and termination**

### **12.1 Events of default**

Event of default shall mean either Operator event of default or PCMC event of default or both as the context may admit or require.

#### **a. Operator event of default**

Any of the following events shall constitute an event of default by the Operator (“Operator event of default”) unless such event has occurred as a result of one or more reasons set out in clause 6.4 :

- i. The Operator has failed to receive the Readiness Certificate within the Commissioning Period Commencement Date;
- ii. The Operator has failed to distribute the water consumer bills as per the Billing Cycle to at least 90 (ninety) percent of the water consumer bill generated in the previous Billing Cycle.
- iii. The Operator has failed to replenish the Performance security within 5 (five) working days of the encashment by PCMC of the earlier Performance Security;
- iv. The Operator has failed to make any payments due to PCMC and more than 90 (ninety) days have elapsed since such payment default;
- v. The Operator is in material breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 (sixty) days from the date of issuance of notice by PCMC;
- vi. Any representation made or warranty given by the Operator under this Agreement is found to be false or misleading;
- vii. The Operator has abandoned the Project Facilities;
- viii. The Operator has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- ix. The Operator has suffered an attachment levied on any of its assets which has caused or is likely to cause a material adverse affect on the project and such attachment has continued for a period exceeding 90 (ninety) days.
- x. Any other instance explicitly mentioned in this Agreement as having constituted an event of default.

#### **b. PCMC event of default**

Any of the following events shall constitute an event of default by PCMC (“PCMC” event of default), unless caused by a Operator event of default or a force majeure event:

- i. PCMC has failed to make any payments due to the Operator and more than 180 (one hundred and eighty) days have elapsed since such default;
- ii. PCMC is in material breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Operator

- iii. PCMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iv. Any representation made or warranties given by PCMC under this Agreement has been found to be false or misleading.

## **12.2 Termination due to event of default**

### **a) Termination Notice**

If a party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue termination notice setting out:

- i. In sufficient detail the underlying event of default;
- ii. The termination date, which shall be a date occurring not earlier than 60 (sixty) days from the termination notice;
- iii. The estimated termination payment including the details of computation thereof; and,
- iv. Any other relevant information

### **b) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if a party who has been served with the termination notice cures the underlying event of default to the satisfaction of the other party at any time before the termination occurs, the termination notice shall be withdrawn by the party which had issued the same.

Provided that the party in breach shall compensate the other party for any direct costs/consequences occasioned by the event of default which caused the issue of termination notice.

### **c) Termination payments**

Upon termination of this Agreement on account of PCMC event of default, the Operator shall be entitled to withdraw the Performance Security, if subsisting.

Upon termination of this Agreement on account of the Operator's event of default, PCMC shall be entitled to appropriate the Performance Security.

The Operator shall continue to receive the Operation Fee for the services provided in accordance with the Agreement until the termination of this Agreement in a manner as stipulated in the clause 9.

## **12.3 Rights of PCMC on termination**

- a. Upon termination of this Agreement, PCMC have the power and authority to:
  - i. Enter upon and take possession and control of the Project Facilities forthwith;
  - ii. Prohibit the Operator and any person claiming through or under the Operator from using/dealing with the Project Facilities;
- b. Upon termination of this agreement due to a Operator or PCMC event of default, PCMC shall not have any right of possession over the assets of the Operator.
- c. Notwithstanding anything contained in this Agreement, PCMC shall not, as a consequence of termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment,

absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Operator in connection with the Project, and the hand over of the Project Facilities by the Operator to PCMC shall be free from any such obligation.

### **13 Hand back and Transfer Requirements**

#### **13.1 Ownership**

Without prejudice and subject to the Agreement, the ownership of the Project Facilities provided by PCMC to the Operator, including all modifications, renovations and improvements made therein by the Operator, shall at all times remain that of PCMC.

#### **13.2 Operator's Obligations**

The Operator shall at the end of the Operation Period hand back all of its vacant and peaceful possession of the existing Project Facilities including fixed assets provided by PCMC to the Operator and improvements made therein by the Operator, to PCMC free of cost and in good operable condition.

- a. At least 6 (six) months before the expiry of the Operation Period a joint inspection of the Project Facilities shall be undertaken by PCMC, Project Officer and the Operator. PCMC/ Project Officer shall, within 45 (forty five) days of such inspection prepare and furnish to the Operator a list of works/ jobs, if any, to be carried out. The Operator shall promptly undertake and complete such works/ jobs at least three months prior to the expiry of the Operation Period and ensure that the Project Facilities continue to meet such requirements until the same are handed back to PCMC.
- b. PCMC/ Project Officer shall within 45 (forty five) days of the joint inspection undertaken under preceding clause (b) prepare and furnish to the Operator a list of items, if any, with corresponding distinctive descriptions, which are to be handed back to PCMC.
- c. The Operator hereby acknowledges PCMC's rights specified in Clause 12.3 enforceable against it upon Termination and its corresponding obligations arising thereof. The Operator undertakes to comply with and discharge promptly all such obligations.

#### **13.3 PCMC's Obligations**

PCMC shall, subject to PCMC's right to deduct amounts from the Performance Security towards:

- a. Carrying out works/ jobs listed under Clause 13.2, which have not been carried out by the Operator
- b. Purchase of items, which have not been handed back to PCMC in terms of Clause 13.2 and
- c. Any outstanding dues, which may have accrued in respect of the Project during the Operation Period

Duly discharge and release to the Operator, the amounts in the Performance Security account or balance therein after deductions in respect to (a), (b) and (c) above, as the case may be, upon issuance of certificate from Project Officer regarding compliance by the Operator with the Hand back and Transfer Requirements.

### **14 Joint Committee**

A Joint Committee of 5 (five) members, comprising of 2 (two) members from PCMC and 2 (two) members from Operator and 1 (one) neutral member appointed by both the parties shall be set up for this Project. The objective of Joint Committee shall be to arrive at amicable decisions in case of any disputes or disagreement with respect to this Project and this Agreement.

## **15 Dispute Resolution**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties and/or their associates/nominees, howsoever arising under, out of or in relation to this Agreement, at first level shall be referred to the Joint Committee.

In the event the dispute remains unresolved, then the same shall be referred to a PCMC Dispute Resolution Committee chaired by the Commissioner of PCMC and comprising of the Internal Auditor of PCMC, the Chief Accounts Officer of PCMC, the Head of the Water Supply Department of the PMC and the Operator. The decision of this Committee shall be final and binding on the Parties.

### **15.1 Performance during dispute**

Pending the resolution of any dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such resolution.

## **16 Representations and warranties**

### **16.1 Representations and warranties of the Operator**

- a. **The Operator represents and warrants to PCMC that:** It is duly organised, validity existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the project;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Operator's memorandum and articles of association or any applicable laws or any covenant, Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. There are no actions, suits, proceedings or investigations pending or to the Operator's knowledge threatened against it at law or in equity before any court or before any judicial, quasi judicial or other authority, the outcome of which may constitute Operator event of default or which individually or in the aggregate may result in material adverse effect;
- h. It has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- i. Subject to the receipt by the Operator from PCMC of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Operator in and to the Project Facilities shall pass to and vest in PCMC on the termination date free and clear of all encumbrances without any further act or deed on the part of the Operator or PCMC
- j. No representation or warranty by the Operator contained herein or in any other document furnished by it to PCMC or to any government agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state material fact necessary to make such representation or warranty not misleading.
- k. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Operator to any person to procure the Project
- l. Without prejudice to any express provision contained in this Agreement, the Operator acknowledges that prior to the execution of this Agreement, the Operator has after a complete and careful examination made an independent evaluation of the project requirements and the

information provided by PCMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Operator in the course of performance of its obligations hereunder.

- m. The Operator also acknowledges and hereby accepts the risk of inadequacy. Mistake or error in or relating to any of the matters set forth above and hereby confirms that PCMC shall not be liable for the same in any manner whatsoever to the Operator.

## **16.2 Representations and warranties of PCMC**

PCMC represents and warrants to the Operator that:

- a. PCMC has full power and authority to grant the Project;
- b. PCMC has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes PCMC legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d. There are no legal suits or other legal proceedings pending or threatened against PCMC in respect of the Project Facilities or the Project.

## **16.3 Obligation to notify change`**

In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same.

## **17 Miscellaneous**

### **17.1 Governing law and jurisdiction**

This Agreement shall be governed by the laws of India. The courts at Pimpri-Chinchwad shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **17.2 Waiver**

- a. Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this Agreement:
  - i. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
  - ii. Shall not be effective unless it is in writing and executed by a duly authorised representative of such party; and
  - iii. Shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

### **17.3 Survival**

Termination of this Agreement

- a. Shall not relieve the Operator or PCMC of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of the either party, shall not relieve the either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such termination.

**17.4 Amendments**

This Agreement and the schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the parties on the subject hereof and no amendment or modification hereto will be valid and effective unless agreed to by all the parties hereto and evidenced in writing.

**17.5 Notices**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

***If to PCMC:***

The Joint City Engineer (Water Supply)  
Pimpri Chinchwad Municipal Corporation

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***If to the Operator:***

The Chief Executive  
----- Limited

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Or such address, telex number or facsimile number as may be duly notified by the respective parties from time to time, and shall be deemed to have been made or delivered.

In the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and

In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

**17.6 Severability**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or



illegal provisions as nearly as is practicable. Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

**17.7 No partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the parties. Neither party shall have any authority to bind the other in any manner whatsoever.

**17.8 Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**17.9 Exclusion of implied warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the parties and any representation by any party not contained in a binding legal Agreement executed by the parties.

**17.10 Counterparts**

This Agreement may be constituted in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

**17.11 Costs**

The Operator shall bear all the costs related to the signing and registration of this Agreement including but not limited to stamp duties and registration charges.

**IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED

For and on behalf of PCMC by:

For and on behalf of the Operator by:

Signature

Name

Designation

In the presence of:

**SCHEDULE A: LIST OF ASSETS PROVIDED BY PCMC**

**SCHEDULE B: INVOICING FORMAT**

The Operator shall submit the invoice in the following format.

*(On the letter head of the Operator)*

Ref no.:

Date:

Invoice No.:

To,

Executive Engineer (Water Supply Department),

Pimpri Chinchwad Municipal Corporation,

Pimpri

**Subject:** Submission of invoice for the Project - Selection of Operator for managing -water meter reading, on spot billing, user charges collection and improving coverage of water connections.

**Reference:** Work order no. \_\_\_\_\_ dated \_\_\_\_\_.

**Dear Sir/ Madam,**

With reference to the aforementioned subject, please find below the details for invoice

| S. No. | Particular   | Details                     |
|--------|--|-----------------------------|
| 1      | Billing Period   | <u>dd/mm/yy to dd/mm/yy</u> |
| 2      | Applicable Operation Fee (A)                                 | Rs per bill                 |
| 3      | Number of Bills Generated during the Billing Period (B)      |                             |
| 4      | Operator Fee for the Billing Period (c)                      | $C = A \times B$            |
| 5      | Add incentives (Rs in figures and in words)                  |                             |
| 6      | Deduct Penalties (Rs in figures and in words)                |                             |
| 7      | Payment (Rs in figures and in words) (Row 4 + Row 5 – Row 6) |                             |

Regards,

Signature

Authorised Persons's Name